

The Planting Gazette

THE OFFICIAL ORGAN OF THE PLANTERS' ASSOCIATION OF CEYLON.

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[No. 10.]

Editorial Notes

On the fourteenth of November no less than six Committee and sub-Committee meetings were held in the Planters Hall, Kandy, perhaps a record number for the P.A. The same evening H.E. Sir Robert Chalmers was "At Home" in the beautiful grounds of the King's Pavilion, where many planters made their first acquaintance with the new Governor. The general impression seemed to be that His Excellency intends to find out things for himself. Altogether it was a strenuous day in Kandy, and a very enjoyable one.

The sub-Committee appointed to inquire into the difficult question of coolies' food supply met in Kandy on the 14th November and set to work to outline the aims and scope of their inquiry. This is to be directed towards four ends: namely (1) to re-open the question of getting the great rice shippers of Rangoon to mill their rice in a manner palatable to our coolies, (2) to consider the advisability of buying paddy from Rangoon and milling it in Ceylon, (3) to inquire into the possibility of teaching the labour force to vary their diet so as to get more food-value for the same or less cost, and (4) to approach the Government with a definite offer of co-operation in rendering the great barren forest lands of the Northern plain once more the granary they were in the days when Anuradhapura was the capital of Lanka.

The first two of these possible remedies for our difficulty aim only at a redistribution of the existing grain resources. Should either of them succeed in diverting an appreciable percentage of the Rangoon rice to Ceylon the result would naturally be a rise in the cost of that article. But the price might still be favourable as compared with the cost of importing rice from India, where the rise in the value of Jute has caused it to oust paddy from a large area of the most suitable land. Moreover, if the cost of the rice we now buy is in any way artificially inflated the very fact that another source of supply had been tapped would be certain to lower it. The third and fourth remedies are of a wholly different kind and should, if successful, be the more efficacious. But they are probably less likely to be so easily successful. They aim at actually increasing the

amount of food available for the cooly: the first, indirectly, by creating a market and so inducing the production of larger supplies of various grains and pulses, and the second, directly, by opening land and growing rice where now there is forest. The cooly feeds most wastefully and ineffectively. To obtain the nutriment he requires he has to eat about four times the bulk of food which should be necessary, that is to say his rice diet is so lacking in several of the chief food requisites that he has to fill himself much too full before he feels the correct amount of satisfaction. Without in any way at all increasing the cost of living it would be possible for coolies to get food with far more value in it than the food they have at present. We could give the food to the cooly, but would he eat it? That is the real crux of the difficulty. And that is one of the problems that is receiving the attention of this sub-Committee. There is an immense amount of ignorance to be dispelled, not only among the coolies. For instance, it is popularly supposed that Ragi (kurrakkan) is less nutritious than rice, whereas the reverse is the case, if the kurrakkan is properly prepared. Probably the cause of this misconception is merely a misapplication of the principles of logic. Where kurrakkan is the staple diet of the villagers in Ceylon there the villagers are weedy unenergetic people. But from this it is quite wrong to argue that kurrakkan is therefore of necessity bad food. It so happens that kurrakkan is chiefly grown in the dry parts of the Island, where there is often no water to grow paddy. For the same reason that paddy is not much grown very few other crops are grown, and much of the country side remains covered with jungle. The result is mosquitoes and malaria, and consequently a poorly looking population, who suffer from fever and have very little energy to improve their condition and grow a more plentiful supply of food. Wherever there are bears in Ceylon the villagers suffer from fever. But they don't catch it from the bears any more than they do from the kurrakkan. And now we must consider the opening of land in paddy. During the years from 1870 to 1904 Government spent Rs. 12,555,804 on irrigation and during the same period of thirty-five years the recoveries from water rates on the lands benefitted by these great irrigation schemes amounted to Rs. 993,964! There are enormous areas of land which have been rendered irrigable, but which have practically never given a cent of return for the huge outlay. There is no capital at all in the districts where these great

tanks lie ready for use. It is for us to consider whether there is not the material for a bargain between the proprietors of estates and the Government. And if we decide to make the effort we may be certain that Government under its present Head will be ready to meet us half way. Great though the sum is that has been spent on irrigation, the sum we have lost and are losing on rice will soon rival it. Steps are being taken to ascertain what the loss incurred in the last three years actually amounts to, and we shall not be surprised if the total for those three years reaches one-quarter or perhaps one-third of Government's loss on irrigation for thirty years! We are not philanthropists, and we want to save this progressive loss; but that should not detract from the fact that our method of going to work to save it bids fair to prove of great and lasting benefit to the whole country.

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In the Minutes of the Planters' Association General Committee Meeting will be found a Resolution passed expressing regret at the death of Mr. John Ferguson, C.M.G. Not only was the late Mr. Ferguson a friend to the Planting Community but he was a friend to all the world, a man of large heart and generous nature. We wish to express to his family our great sense of loss and our deep sympathy.

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In our August number we published an article on the subject of Plantation and Para Rubber in which it was suggested that a practical test should be made with motor-tyres manufactured from the former rubber only. It is more than satisfactory, therefore, to hear that this is to be done and that the tyres are to be exhibited (with a statement of the mileage they have done) at the 1914 Rubber Exhibition. I hope the day is not far distant when the motorist will be able to purchase—with the knowledge that he is getting the best article procurable—a tyre that is guaranteed "made from Plantation rubber only." If at the Exhibition we are shown a sample of the actual rubber whether crepe, smoked sheet, ordinary sheet or biscuit from which the tyres were made, this exhibit will be one of more than ordinary interest and utility.

THE PLANTERS' ASSOCIATION ADDRESS TO H.E. SIR ROBERT CHALMERS.

Colombo, October 18th, 1913.

To His Excellency,

SIR ROBERT CHALMERS, K.C.B., HON. L.L.D.,

Governor and Commander-in-Chief.

In and over the Island of Ceylon and its Dependencies.

May it Please Your Excellency,—On behalf of the Planters' Association we desire to offer Your Excellency a hearty welcome to Ceylon, and to congratulate Your Excellency on having assumed the Government of the Colony. We respectfully solicit for the planting enterprise of the Colony a continuance of that practical and sympathetic support and the same generous co-operation in all matters relating to agricultural interests which this Association has experienced at the hands of Your Excellency's illustrious predecessors. We would also tender an expression of welcome to

Lady Chalmers, coupled with the sincere hope that Your Excellency's sojourn amongst us may prove both pleasant and prosperous. In conclusion we would take this opportunity of assuring Your Excellency of our loyalty, and devotion to His Majesty's Throne and Person.

JOHN STILL,
Secretary.

F. H. LAYARD,
Chairman.

THE REPLY.

In reply His Excellency said:—

Mr. Chairman and gentlemen of the Planters' Association: From home I have for many years followed with personal interest the doings of the planters of Ceylon. I rejoice that their virile efforts have been crowned with a success to which I know of no parallel; and I add the hope that the courage, resolution and judgment which have made the planting industry what it is today in Ceylon, may reap even greater triumphs in the years which lie before us. The Planters' Association—whom I desire most heartily to thank for its kindly welcome of my wife and myself—may rest assured that the vast agricultural interests which it represents will not be less dear to me than they have been to my predecessors in office. I shall at all times be ready to confer on important matters affecting agricultural interests; and conversely, I know that I may count on your assistance and advice in dealing with any allied problems which may present themselves for solution. I take due note of the loyalty and devotion to His Majesty's throne and person, to which your closing words testify.

COOLIES IN HEALTH AND DISEASE.

The value of an estate to the planter is precisely nil in the absence of the human factor which makes its resources available, and the efficiency of a labour force requires not alone attention and care during sickness but also in health.

In the malarial season equivalent to at least one-quarter of the year in Ceylon; the continued absence of "Sick" means a loss of one thousand working days, equivalent, that is to three years' production in the life of a coolie and to the planter working on a small p.c. margin this loss may prove of vital importance as regards profits, to say nothing of loss from the permanent production in his labour force by death and other contingencies.

A very large number of coolies live on the border land between health and disease, and the border line is extremely narrow, numbers imported are totally unfit for work and should never have been recruited and exported from the Coast (putting aside the fact that they are useless as labourers, many of them are suffering from congenital and acquired diseases and are a source of danger to the healthy and seasoned labour force already employed), taking into serious consideration the above facts it is obvious that any well-directed expense or trouble taken to combat these existing conditions would be amply repaid by the increased efficiency and working capabilities of the human factor essential to the well-being of the planting community of Ceylon.

It is not within the scope of a short article to enumerate the many causes which lead to unhealthiness amongst coolies or to more than briefly refer to the many

diseases they are prone to (some of which are unfortunately on the increase) but under the former may be mentioned.

1. Want of Hygiene and Sanitation in line surroundings.
2. Damp—dirt and bad ventilation in the lines themselves.
3. Unsuitable food—2 lbs. weight of rice (which is undoubtedly the staple article of food amongst coolies) has to be eaten to do in an imperfect manner the work of one lb. of a correctly constituted diet.

Under the latter, malaria; this disease not alone gives rise to grave and often fatal results, but in consequence of its prevalency, of its anaemiating and debilitating influences and of its tendency to cause disease of internal organs, undermines the health of thousands of coolies in the Colony; predisposing them to other diseases which it not alone aggravates but complicates, impairs their powers of resistance and repair and unfits them for work.

Ankylostomiasis. It can hardly be overestimated the very serious influence of this disease in tropical and sub-tropical colonies, it is true that the death-rate directly attributable to this disease is low, but its indirect influence in bringing about a fatal termination in other diseases, is very great. This raises the most troublesome question in Line Sanitation and is, in the writer's opinion, a matter for the Planters' Association to take in hand, until such time as the planters decide unanimously to adopt some system of conservancy it is quite hopeless and useless to expect an estate here and there to do so with the ever present risk of rendering the Labour force dissatisfied and increasing the number of "bolters"—conservancy can be carried out on estates but the initiative must come from the planters, without latrines there can be no hope of other preventative measures, which are only temporary palliatives, being permanently effective in eradicating Ankylostomiasis.

E. LANGLEY HUNT.

A REVIEW.

To the writing of books on Rubber there is apparently, no end, but in "Rubber and Rubber Planting" (R. H. Lock, Sc. D. Cambridge University Press. Net 5s.) we have a book that should be widely read and appreciated by all who are interested in this subject. To us, in Ceylon, the book and its Author require no introduction—Dr. Lock's many years of scientific work at Peradeniya making quite unnecessary any formal presentation of the Author's credentials.

When we say that the book contains but little that is new, we say it in no spirit of unkindly criticism, but as an epitome of the Author's preface to his own work, where he makes full acknowledgement of the help he has received from other workers in the same field—while in his

"List of References" he gives sixteen workers to which reference is made in the text. When we know, therefore, that Dr. Lock has combined the result of his own research, with all that his experience tells him is of most value from the books of older writers the grain sifted from the chaff—we are not surprised to find that the result is a book of more than ordinary interest and utility.

The book, which is liberally illustrated, is best described in the Author's own words:—"The space available in a book of this kind only admits of heating the subject on the form of an introductory outline, but it is hoped that the information given will be found reliable 'as far as it goes,' and 'We have now followed the fortunes of rubber from the wild territories of the Amazon to the Plantation and from 'the Plantation to the factory. Here we may take leave of it, conscious 'that the last word on the subject is far from being said.'"

There is not a subject connected with rubber that is not mentioned in the book, at greater and lesser length according to its importance and a most excellent index—without which any work of reference is nearly useless—enables this search after knowledge to attain his desire with the minimum of trouble.

In refreshing contrast to many books on the subject of rubber this one is singularly free from all elaborate tables of statistics which seem to prove almost anything—when applied to one tree—but which are so exasperatively delusive—if not erroneous—when the Rubber Planter tries them on 10 acres.

We conclude with a quotation from page 172, 173:—"At present the general opinion is that Plantation rubber is on the whole less satisfactory and less durable than fine Para. This it is commonly stated that Plantation rubbers are unsuitable for the manufacture of elastic thread, a use which is generally admitted to represent are of the most stringent test of quality."

"As the crops on Eastern estates increase, and larger and larger bulks of rubber are turned out, a steady increase in uniformity is to be expected. Already many samples of Plantation rubbers have been produced which are indistinguishable in quality from the best Para by all ordinary test. In fact there is every reason for believing that in the future the highest Plantation grades will share with hard Para the distinction of representing the highest standard of quality, even if they do not oust 'the American product from its present position of superiority.'"

High St., Chas. Towers,
October 6th, 1913.

THE SECRETARY,
Tea Planters' Association, Ceylon.

DEAR SIR,

I am a tea dealer operating in Northern Queensland and venture on writing to you to ascertain if it would be possible for me to get in direct communication with a tea planter.

At present I have to buy in Sydney or Melbourne, which for many reasons is not altogether satisfactory. I get through enough

tea to make it practicable for me to buy direct, and I shall deem it a great favour if you can assist me in what I ask. Thanking you in anticipation.

Yours faithfully,
C. D. STAPLETON.
Tea Coffee & Cocoa Merchant,
N. Queensland.

[Perhaps some enterprising Planter will correspond direct with Mr. Stapleton.—Ed.]

THE PLANTATION RUBBER MARKET.

The position of the Plantation Rubber Market today is a serious one it will require immediate and sustained effort on the part of the Producer to cope with the situation successfully. During the last few months the fall in price has been rapid and unprecedented, and it has already reached a stage which renders the production of rubber on a large number of estates unprofitable, until the cost of production has been reduced by the adoption of every possible economy. It is probable that the price will still further recede temporarily, so that no time should be lost in setting Eastern plantations in order by emulating the Tea planter in the past, who under similar circumstances reduced the cost of Tea production by over 50 per cent. A great point in favour of the rubber grower is that the product can be left in the tree without harm, while in the case of Tea the leaf had to be plucked or the bushes were rendered more or less useless until after they had been cut down and brought into bearing again.

Several economies can be immediately adopted on estates in bearing and in partial bearing. In the older heavily shaded fields weeding expenditure can be reduced without risk, but in the younger fields it must be continued to prevent illuk, or lalang, and other harmful weeds from becoming established. The collecting and burning of wood has often been costly and in many instances the expenditure is unnecessary, unless there is strong evidence of root disease, from fomes, or that the removal results in cheaper weeding and tapping.

The cost of tapping is still very high on many estates, and with close attention might be reduced. It should be possible to gradually make the tapping cooly, do other work in the afternoons, at least to one-third of a day's name. On several estates this is already being done, resulting in a considerable reduction in the cost of tapping. It is not generally recognised that the flow of latex from well tapped trees is far in excess from the same area badly tapped, so that the cost of good work is less. Payments by results with proper safeguards and supervision is another method by which some economy can be effected.

Prevention of waste in the field and factory of any and every grade is another point to be observed.

The amount of scrap can be reduced and a larger proportion of first grade rubber obtained by more careful regulation of the angle of tapping and the use of a little Sodium Sulphite or Ammonia, or similar alkali in the collecting

cups or buckets. Some of the new cup suspenders are also useful in this respect and can be employed with advantage.

The better grading of rubber after preparation is another factor of great importance, as although it does not effect economy in cost, it results in a more satisfactory price, which amounts to the same thing.

If prices remain for any time at their present low figure the collection of much wild rubber and the production of rubber from varieties other than Para will have to cease, as apparently in many instances the cost of collection cannot be further reduced. This should throw several thousands of tons off the market.

At the same time many estates in partial bearing, or that have not yet arrived at the bearing stage, will have to confine their attention for the present solely to the older rubber, while others which for various causes cannot produce at a profit will have to cease work until the price of rubber enables them to resume tapping on their best area at remunerative rates.

All this should tend to reduce the output and so assist in steadying prices and bringing them to a more remunerative scale.

It is possible that in Malaya much labour will be thrown out of work which will gradually reduce the daily rate of pay and permit of further economy in production.

But while effecting every economy in the production and marketing it is equally imperative, that the Producer should give the Manufacturer every confidence in his rubber by standardizing the methods of preparation in the East to produce a rubber which will not vary under vulcanisation, and which can be relied upon by the manufacturer for the production of goods of unvarying quality.

Before suggestions can be made for standardization at this end, we must first learn which type of rubber, and which method of preparation give the most satisfactory results for the Manufacturer, and it was with this object in view that a scheme of experiments was submitted to the Rubber Growers' Association in London on the 21st July last.

Several of the leading Manufacturers have assisted us in the past by carrying out vulcanising tests on samples of Plantation rubber produced under very varying conditions, and kindly placing the results at our disposal: it must be remembered, however, that they cannot give away the secrets of vulcanisation, and the mixtures employed, so that beyond learning that slight modifications in preparation on the Plantations do materially alter the qualities of the rubber after vulcanisation, we are yet in ignorance as to the best method of preparation of our rubber in the East for obtaining the qualities necessary for the best finished articles such as Motor tyres, tubes, buffers, insulating materials, or for the production of cut sheet.

Promising results are apparently being obtained with various smoking systems, which if a sufficiently high temperature is employed coagulates and preserves the whole of the proteid in the latex within the rubber and enables the rubber being shipped with a percentage of moisture as in the

case of hard para. Three or four years ago similar rubber preserved with creasote was shipped to England and reported on as favourably as the present smoked rubber, and fetched a higher premium; but in the earlier periods dry rubber was preferred as it was required for solution purposes, and the preparation of Creosoted wet rubber lapsed. If manufacturers will now take such rubber either smoked or otherwise preserved with a percentage of moisture a great step in advance will have been made.

Apart from the fact that Manufacturers cannot disclose their secret processes and mixtures to their rivals, they are naturally concerned in obtaining the best article at the lowest cost, and it would be against their interest to teach the producer the value of his rubber.

But until the producer knows the value of his product he is bound to accept the prices offered by the buyers. The results of experiments shows that the ordinary pulling test, appearance, &c., is no real test of the value of rubber for vulcanising purposes. Samples of rubber have been shown me, which to ordinary tests were identical as regards strength and resilience and only differed in value by $\frac{1}{4}$ d. a pound owing to colour; these gave very different results when vulcanised, one sample proving greatly superior to hard Para, the other greatly inferior. Our own experiments have also demonstrated the unreliability of the ordinary handling tests. Samples that were judged weak have turned out after vulcanisation to be of much better quality than others, which to all appearances were far superior.

The Rubber Manufacturer's experience has been derived for many years from the use of Brazilian and African wild rubbers, all of which owing to the contained dirt and impurities required careful and thorough washing and mastication to remove the impurities, and obtain a homogeneous product. For this purpose heavy tearing machinery was employed, and is also in use at the present day for working Plantation rubber. Similar creping machinery of a less powerful type has been installed in factories in the East where the rubber in its *freshly coagulated* state is macerated and torn to a variable degree in different factories, and often in the same factory. When this rubber is again worked by the Manufacturers, some of it becomes over-worked, while some is underworked according to how it has been treated abroad. Smoked and unsmoked sheet on the other hand is hardly worked at all in the East, being merely passed once or twice through smooth or diamond grooved rollers of even speed, or pressed in screw presses. It may be due to this latter fact that some manufacturers prefer it, as they can place greater reliance in the results of their working and subsequent vulcanisation.

It is probable that for the proper working of Plantation rubber manufacturers will find it necessary to install less drastic though equally powerful machinery, but in order to insure constant results the amount of rolling and mastication on the Plantation must be regulated and reduced to a minimum.

The blending of latex before coagulation, instead of the present method of adding acid to each coolies latex separately, will also greatly improve the uniformity of the finished product.

The amount of acid, the rate of coagulation, and numerous other factors of which the Planter is aware must also be standardised; experiments on these points are being made, but the best method of preparation can only be determined by working somewhat on the lines suggested in the Scheme.

Several leading manufacturers have already spent much time and money in experimenting with the modified processes necessary for the production of perfect articles from Plantation rubber, and have proved that the product under such modified conditions can replace Hard Para and other rubbers, and can be utilised with advantage to themselves and the Industry.

Many others are still working on old empirical lines, and have not had the means or knowledge to carry out such exhaustive experiments. The rule of thumb methods and formulae employed for many years in the treatment and manufacture of wild rubbers are not always applicable to Plantation rubber, and attempts at employing them, have frequently proved unsatisfactory, and the use of Plantation rubber has in some instances been discontinued.

These isolated instances when noised abroad cause much harm to the plantation industry, and certainly deter many small manufacturers from further experimenting with Plantation rubber.

The present low price ruling for Plantation rubber is attributed to a large extent to the extraordinarily rapid increase in production, and it is in order to cope with this increase that it has become necessary to prove and advertise the many advantages, which Plantation rubber possesses over other descriptions. It is also partly due to the want of uniformity, which makes it difficult for buyers to supply a standard quality for contracts. There is still great variation in breaks and even in individual chests, which involves considerable expense in sorting and selection, and possible loss in the re-sale of the rubber not up to standard.

Naturally, the successful means of utilising Plantation rubber discovered by individual manufacturers cannot be disclosed, and the chief object of the proposed scheme is to conduct similar experiments at the expense, and on behalf of the industry, and to communicate the results to the manufacturing world at large.

The investigations now being conducted in the East and in London have already given some satisfactory results, and it was not proposed to interfere in any way with this useful and necessary branch of investigation, but to aid it by extending the scope of the experiments to the manufacturing side.

It is now generally recognised that the whole value of rubber depends on its being able to withstand certain more or less drastic tests *after vulcanisation*. The experiments have so far been largely confined to applying such

tests to vulcanised rubber in the form of sheet of standard thickness and composition.

These proposed experiments should carry the investigations further and afford complete tests of the *finished* manufactured articles, from which definite and practical conclusions of commercial value can be obtained.

The objects and the lines of investigations were:—

(1). To determine the effect of various chemicals and temperatures in the vulcanisation of Plantation rubber to best fit it for the manufacturers of all kinds of rubber goods, and from such experiments to ascertain which methods of preparation of rubber on the estates give the best results.

(2). To demonstrate to consumers that rubber goods manufactured from Plantation rubber treated in the right way and with the proper admixture determined for each purpose, are equal or superior to similar articles made from any other varieties of rubber.

(3). To advertise the advantages of the use of Plantation rubber in the leading technical papers, and to bring such advantages to the notice of Government Consulting Engineers, Contractors and all users of rubber, so that it may be generally included in specifications and become a standard description.

(4). To ascertain and tabulate the names and addresses of all rubber manufacturers, so that they can be kept informed of all developments as they occur.

(5). To ascertain and collate the opinions of wholesale and retail dealers of rubber goods as to any weakness or disadvantage, if any, of any particular articles, that the causes may be ascertained and removed by improved methods in the use of Plantation rubber.

(6). To provide assistance to manufacturers and others for the manufacture of experimental lots of various articles for complete practical tests, and for the laying down of small areas of flooring, paving, etc., in selected places. Also for experimenting with new uses.

(7). To arrange for exhibits of Plantation rubber articles at various permanent and temporary Exhibitions.

(8). To arrange for supervision of factories in the East, to ensure standard and constant methods of preparation.

For the practical working of the Scheme, well recognised marks of standard crepe and smoked sheet would be taken for the first experiments.

These would be vulcanised with different mixtures proportions of sulphur and varying times, temperatures and pressures to determine which method gave the best qualities of strength, resilience and elasticity.

Tyres, inner tubes, springs, &c., would then be made by manufacturers under the ascertained conditions, and the various articles submitted to ordinary working tests and kept under observation by a special Committee who would record the results of each test.

If satisfactory the method of preparation and manufacture of the successful articles would be published for the benefit of manufacturers in all parts of the world. If

the results were not entirely satisfactory further tests would be made to ascertain and eliminate the cause of failure.

The experiments would also show which marks gave the best results and with a knowledge of the method of preparation of such marks in the East, suggestions and recommendations could then be made for the more perfect standardisation of the various types and grades.

Two alternative schemes were suggested for carrying out the investigations:—

(1). To purchase and erect the necessary plant in suitable building, engaging experienced workmen from rubber factories, to carry out the experiments under scientific supervision.

(2). To rent, adapt and utilise, or to subsidise an existing rubber factory. A third scheme was also suggested that the preliminary experiments be made with the machinery erected at the Imperial Institute for such purpose, and adding additional machinery and testing apparatus as required.

To obtain the necessary funds it was suggested that Finance Committee should be appointed to obtain admission of all growers, and that the Plantations be asked to contribute on the basis of 1-16th of a penny per pound of their respective estimated crops for the current year, plus one shilling per acre for rubber not in bearing.

On an output of 40,000 tons a contribution of 1-16th of a penny per lb. would yield about £23,300.

It was estimated that a sum of about £20,000 per annum would be required to carry out the whole programme on a large scale to permit of immediate results:

Salary of Organising Secretary,		
Staff, and office expenses	£2,500	
Consulting Chemists	£1,000	£3,50
Cost of preliminary experiments including rubber, chemicals, mixtures, supervision, labour and contingencies		£5,00
Cost of special plant and testing apparatus		£2,00
Manufacture of commercial articles laying down, paving, and other practical tests		£6,00
Advertising		£3,00
		£20,00

The estimate was considered a liberal one and would provide for a year's working on a comprehensive scale while much of the cost of the finished manufactured articles might be recoverable. Owing to the further increase in prices since this scheme was suggested, it would be difficult to raise the above amount, but there is little doubt that investigation on these lines, even on a smaller scale, would place Plantation rubber on a more satisfactory basis.

At the same time Mr. Herbert Wright submitted a scheme for the evaluation of rubber, which should be of special value to manufacturers. The scheme was briefly to classify Plantation rubbers on a purely percentage basis, necessary vulcanising tests being made in a well-equipped Laboratory within 2 or 3 days of the arrival of the rubber in London. The grades suggested were:—

1st Grade 90 to 100 per cent.

2nd „ 80 to 90 „ „

3rd „ 70 to 80 „ „

The percentage would represent the degree of quality in each case and with this information at his disposal the manufacturer could afford to pay the best price for the article.

As indicating the importance of taking definite steps to maintain a fair and steady price for Plantation rubber will be seen that every 1d. per lb. increase in price based on an output of only 40,000 tons would mean a gain to the producers of £373,333 sterling. Also that the difference between the price at the beginning of this year, say 4s. 6d., the price today, say 2s. or 2s. 6d. per lb., represents a difference of £280,000 on every 1,000 tons, which is less than days' supply.

The total amount of Plantation rubber sold this year up to the 11th July was 11,862 tons. The sale price on the 2nd January was 4s. 5½d. and the average price for the quantity sold in auction to the same date was 3s. 4½d. The difference of 1s. 1d. per lb. which on the 11,862 tons represents a difference against the producer of £1,439,256 sterling.

The expenditure of £20,000 to carry out such a scheme on a very liberal scale is low compared with such losses. The scheme if adopted should have early and far-reaching effects in establishing general confidence in Plantation rubber and encouraging greater competition among the manufacturers as a whole.

M. KELWAY BAMBER.

NOTICE.

Advertising for Bolters.

The Coast Agency Committee discussed at the September meeting the expediency of advertising in the Newspapers offering rewards for coolies who have absconded or bolted. It was decided that this practice is inadvisable and the Secretary was directed to publish this decision in the *Planting Gazette*.

JOHN STILL,
Secretary,
Planters' Association of Ceylon.

NOTICE.

Tickets on the Railway.

As requested by the Ceylon Labour Commissioner in regard to the notice of the Planters the fact that through tickets (inclusive of steamer fare) can be booked from any

Railway Station in Ceylon to any Station of the South Indian Railway. It is not necessary therefore to make large advances in Ceylon to coolies or kangannies proceeding to India to recruit.

JOHN STILL,
Secretary,
Planters' Association of Ceylon.

NOTICE.

A Forms.

The following resolution was passed at the Meeting of the Coast Agency Committee held on the 12th September, 1913.

JOHN STILL,
Secretary,
Planters' Association of Ceylon.

(Resolution referred to.)

"That subscribers should be informed that clause (a) on the back of the A. Form should be deleted, as, in the opinion of our legal adviser, this might be taken to grant leave for a period exceeding the one month for which a coolie's contract with his employer exists. This is to be notified in the *Planting Gazette* and to all District Planters' Associations. The Ceylon Labour Commissioner is to be instructed to omit this clause in future editions of the A. Form."

NOTICE.

I would strongly advise superintendents of Estates subscribing to the Coast Agency Scheme who either contemplate or are in course of making arrangements with recruiters in South India either European or Indian to act as their Agents during the forthcoming recruiting season, to communicate with me prior to completing such arrangements. I have every facility for acquiring reliable information and am thus enabled to protect the interests of those whom I represent and serve in this country.

H. SCOBLE NICHOLSON,
Ceylon Labour Commissioner.

Trichinopoly,

14th October, 1913.

CEYLON LABOUR COMMISSION.

RECRUITING FIGURES.—OCTOBER 1913.

The figures for the whole period up to the end of October show an increase of 4,968 coolies, the total being 88,320, as against 83,352 last year.

There has been a decided slackening off in recruiting for the month as compared with last year, only 6,409 coolies going forward in October, 1913, as against 9,598 in the same month of 1912.

The Comparative statement hereunder shows the figures for the respective agencies.

The falling off is mainly accounted for by the fact that the arrival of the rains was late, and in consequence the cultivation of the fields was deferred. Rain is now fairly general, and cultivation of all crops is in full swing.

Another disturbing factor was the Deepavali festival, which fell on the 28th October this year.

HEADQUARTERS CIRCLE:—Puducottah is again much behind, the villagers in this State are all busily engaged in their fields, the Trichinopoly Agency figures have been similarly affected.

CHITTOOR CIRCLE shows a drop in recruiting of about 600 coolies, Chingleput and Katpadi being the greatest losers: owing to bountiful rains in the Telugu country prospects for recruiting are not at all good, but in parts of North and South Arcot they are fair to good.

SALEM CIRCLE is again behind last year and the prospects can only be described as moderate. A vigorous advertising campaign is now being carried on, and it is to be hoped that it will bear fruit in the next recruiting season. Attention is drawn to the remarks of the Assistant Commissioner in his report of October Camp.

PALGHAT is also down about 300 coolies, and reports state that recruiting prospects are slack in most parts of the circle, but attention is directed to the Assistant Commissioner's remarks about Coimbatore and Malabar Districts. Madura stands almost the same as last year and coolies are reported to be available in part of the Madura District and prospects are said to be fair round Tinnevely.

WEATHER:—Although rain has been fairly general during the month, there is still a general shortage for the year, and in some places where the downpour has been heavy during the month it has come too late to greatly benefit the crops which are bound to suffer owing to the prolonged drought this year.

PROFESSIONAL RECRUITERS:—These individuals are endeavouring to maintain their profitable activities, and this especially applies to Katpadi and District Agencies. Kanganies proceeding to these parts should be warned to have no dealings with such recruiters.

COOLY CLOTHS.—The Commission is prepared to purchase coolie cloths on behalf of estates on the following conditions:—

Sample cloths will be procured locally from Native Cloth Dealers and forwarded at the Cost of the estates for selection.

On the return of the selected samples, the number of cloths required will be purchased, of equal quality to the samples, and the cost of the cloths, rail freight to Tuticorin and a buying commission of 10 per cent. will be charged to the estate account.

If cloths are required for special events such as Deepavali, at least two months time should be given for purchase and shipping. The cloths to fill an order of, say Rs. 1,000 or more, cannot be obtained from stock in the bazaars in Trichinopoly, but would have to be collected from the Native Mills in the country.

The time required for shipping from Tuticorin to Colombo and delivery to the estate would probably be two weeks.

CUMBLIES:—Should any Estate Superintendents require Cumblies for their coolies, arrangements can be made to supply same from the local gaol. These cumblies cost Rs. 2-1-0 each, and, although the price is somewhat high, the blanket is superior to anything procurable in Ceylon at the same price. Early notice should be given of requirements as the output of the gaol is about 40 cumblies per day only. A sample cumby can be posted to any Superintendent desiring same.

CAMPING REPORTS:—I would draw attention to the paragraphs in Mr. Assistant Commissioner Levinge's report regarding the lack of information received in India from coolies who have gone to Ceylon Estates. It would, I feel sure, be advantageous for estates to facilitate correspondence between the estate coolies and their relatives who have been left in the villages.

TRANSPORT:—A schedule will be found hereunder showing the through fares from Colombo to the various Agencies of this Commission. As noted in the previous issues of the *Planting Gazette* it is now possible to book direct from any Station in Ceylon to any Station in South India, and, if Superintendents would take advantage of this arrangement, they would be able to despatch their Kanganies without giving them large sums for transport expenses which would probably be wasted.

N. H. M. BOWDEN,
For Ceylon Labour Commissioner.

APPROXIMATE COST OF TRANSPORT FROM COLOMBO TO AGENCIES IN SOUTH INDIA.

BOAT, RAIL AND ROAD TRANSPORT.

THIRD CLASS.

	R.	c.
Arkonam	7	10
Atur (Rail to Salem 6 10 } (Road 36 miles 1-00 }	7	10
Bangalore (via Jolarpet)	7	75
Cannanore	7	50
Chingleput	6	75
Chittoor	7	25
Cuddapah	9	20
Dharmapuri	6	50
Dindigul	4	45
Erode	5	75
Guntakal	10	65
Guntur (via Madras)	10	75
Karur	5	45
Katpadi	7	05
Madras Beach	7	10
Madura	4	10
Manaparai	4	80
Musiri (Rail to Kulitalai, Road 1 mile)	5	52

Namakal (Rail to Karur 5-45)	R.	c.
Road 20 miles 1-00	6	45
Nanjangud (via Jolarpet) ...	9	10
Nellore (via Madras) ...	8	50
Palghat (via Erode) ...	6	50
Pamban ...	5	20
Puducottah (via Trichy, including Motor Service Rs. 2-00)	7	10
Salem ...	6	10
Tanjore ...	5	50
Tatapalai ...	3	15
Tinnevely ...	3	50
Tirupatur ...	6	55
Trichy Junction ...	5	10
Turaiyur (Rail to Trichy 5-10)	6	10
Road 30 miles 1-00	3	05
Tuticorin ...	6	25
Villupuram ...		
The fare to Ammapatnam, Tondi and Pamban per steamer direct from Colombo is Rs 3-00.		

SEPTEMBER CAMP.

Salem Circle,

10th, October, 1913.

THE CEYLON LABOUR COMMISSIONER,
Trichinopoly.

DEAR SIR,

On the 15th September I left Salem and proceeded to Dharmapuri. On the 16th, I inspected the Agency and received a telegram from yourself, requesting me to hold an enquiry regarding Illubuluwa Veerappen and Perumaye, which was accordingly done. Mr. J. P. Jooly, I.C.S., Deputy Commissioner of Salt and Abkari, was staying in the Traveller's Bungalow at the same time and I had a long talk with him with regard to labour in general. He told me that a lot of labour should be available in North Arcot District which he judged by the amount of arrack consumed by the coolie classes there. He also agreed with me that the country around Dharmapuri was in an extremely poor state and in consequence recruiting prospects should be good. On the 17th I went on to Hosur by the new narrow gauge Railway and stayed that night at the D.P.W. Rest House. On the 18th I went from Hosur to Bangalore by Motor cycle, the first ten miles of the road being extremely bad, but the latter part within the Mysore State somewhat better. On arrival at Bangalore, I checked the Agent's cash and on the following day, the 19th, inspected the Agency. The general trouble with this Agency seems to be the strictness of the Mysore State Authorities, who require that every recruited coolie should be passed by a Magistrate, and hence Kanganies fight shy of this Agency and register their coolies whenever possible at an Agency without the State Dominions. On the 19th night I started from Nanjangud by train and after some delay owing to a breach in the line, arrived about midday on the 20th and inspected the Agency there. Ootacamund is only 55 miles from this place and as labourers about these parts have been going for years to the Nilgiri Estates, they do not seem to be at all keen on going to Ceylon. The same trouble exists here with regard to passing of coolies by a Magistrate. On the 20th night I proceeded to Jolarpet via Bangalore, arriving there on the 21st, and after inspecting the Transporting Agency there, went on to Tirupatur, where I checked the Agent's cash balance and on the 22nd, inspected the Agency. The Agent informs me that a lot of Kanganies are not aware of the transfer of this Agency from Krishnagiri. On the 23rd I returned to Salem and on the 25th left Salem again by Motor Cycle for Namakal. I stopped en route at the village of Chellampatti, Namakal taluk, where I distributed Notices freely and got one man to read one out to the inhabitants who swarmed round me. I gather that the general debts of the villagers here are from Rs. 10 to Rs. 100 and about 50 people have

gone to Ceylon, but several villagers complained bitterly to me that the Kanganies, although they came with plenty of money, never paid anybody's debts. They seem very keen on going from here and I recommend Superintendents to visit this village themselves. On arrival at Namakal I inspected the Agency and went on the 26th morning to Musiri, stopping en route at Pudthupatti, Namakal taluk, from which place about 40 coolies have gone to Ceylon, the general debts being from Rs. 10 to Rs. 200 and here Kanganies are said to give from Rs. 50 to Rs. 200 to families, according to their debts, but to single men about Rs. 30. The people seem very pleased here because they say their friends are always writing to them from Ceylon. I next stopped at Ellurapatti, Namakal taluk, where I interviewed Ramaswamy Reddi, brother-in-law of the Head Kangan of Katugastota Estate who has sent over 100 coolies in the last 4 years. The debts here range from Rs. 10 to Rs. 100 and about 200 of the inhabitants have gone to Ceylon 40 of whom have gone to the above Estate. I then went to Srinivasanellore, where I was told the debts are from Rs. 10 to Rs. 60 a few of the people of which had gone to Ceylon, I inspected the Agency at Musiri and the following morning, the 27th, visited the village of Valavandy, Musiri taluk. The debts here are from Rs. 10 to Rs. 100 and about 25 coolies have been recruited. The people here seem to be far keener on Penang, as they declare they get more wages, as several of them have been there. I went to Ponusan-gampatti, Musiri taluk, where the debts are from Rs. 50 to Rs. 200, but the general impression seems to be that the 15 people who have gone to Ceylon from here are completely lost as they have never heard from them. Two or three on the other hand, have returned with glowing accounts of Penang, with the result that they are far keener on going there. On arrival at Turaiyur I inspected the Agency and on the 28th set out for Atur, a distance of 40 miles, 3 miles of which was black cotton soil, turned by the previous nights rain into the nearest approach to the Slough of Despond that I have ever seen, and I had to get villagers to drag my Motor Cycle through it with ropes as my wheels would not go round. I had also to cross about 8 rivers, so I do not advise anyone to try this road in wet weather unless they have got the whole day to do it in. At Chikkathambu people seem keen enough to go to Ceylon in March and April and the debts range from Rs. 10 to Rs. 200 and about 25 have been to Ceylon. At Venkatachellapuram I met Chidambaram of Chinna Talawakelle and Katharivale of Nittan who were going to their villages and who told me that they would be returning to their Estates in about 2 months. The debts here are from Rs. 10 to Rs. 100 and about 200 have gone to Ceylon. The people seem keen. I arrived at Atur very late in the evening and on the 29th inspected the Agency. On the 30th I returned to Salem, 32 miles, the road being one of the worst I have ever been along and which had not been improved by the previous night's heavy rain. My general impression after this camp is, that in many places where people appear keen on going to Ceylon, they have been frightened by stories of Kanganies piling on debts directly they get over there or losing sight altogether of their friends, and relations, both of which notions I think Superintendents would do well to alter. During this camp I covered by rail 481 miles and by road, 186.

Yours faithfully,

E. V. B. LEVINGE,

Assistant Ceylon Labour Commissioner.

OCTOBER CAMP.

Salem Circle,

4th November, 1913.

THE CEYLON LABOUR COMMISSIONER,
Trichinopoly.

DEAR SIR,

On the 14th, October I left Salem for Tiruchengode and on the way stopped at Veeravandy, Salem Taluk, village debts here are from Rs. 10 to Rs. 1,000 and about 200 persons have been to Cey-

lon. The general impression is that Kanganies pile on debts in Ceylon, and I am told never pay anyone's debts. A lot of people from here have returned from Ceylon and gone back again. The people are keen to go but are afraid of the kanganies. I next stopped at Attayampatty, where debts are from Rs. 10 to Rs. 150 and about 150 persons have been to Ceylon. Here also the villagers complained that Kanganies never pay their debts, piling on false debts on arrival in Ceylon, otherwise they said a great many would like to go. At Kalipatty, Tiruchengode taluk, the general debts are from Rs. 10 to Rs. 300. Once more I was informed that Kanganies never paid any recruited coolies' debts they seemed very keen but afraid of Kanganies. About 15 have gone over. At the next village, Surigoundampaliam, the debts range from Rs. 10 to Rs. 200, but no one is keen here as it is full of rich Mudaliyars. From Kailasampalam about 13 people have gone over to Ceylon, but most of the inhabitants are rich and do not seem at all keen. The village debts are from Rs. 10 to Rs. 150. I arrived at Tiruchengode about 2 p.m., where there is an excellent Traveller's Bungalow. This is a large place and the Tahsildar Headquarters and possesses a very large Hindu Temple on the top of a Hill overlooking the village, in which I understand most of the inhabitants have an interest and so are not keen on emigration.

On the 15th I went to Goundampaliam, $\frac{1}{2}$ mile from Tiruchengode, a village containing all weavers. They told me that 10 people had gone to Ceylon from there but as they have never heard again of them or from them, they supposed they must be dead, and were in consequence afraid to go. In the next village Thotapalayam, they were all rich landowners who had no debts and plenty of lands, so they were not keen. At Alampalayam and Govindampalayam, two villages on opposite sides of the road, where the debts are very small, the inhabitants are all agriculturists who seemed very keen and interested and gave their assurance that they would go to Ceylon. From Pallipalayam, two Kanganies have gone to Ceylon and have been frequently sending money to their families. Village debts here are from Rs. 20 to Rs. 50 and the inhabitants, who are mostly agriculturists seem very keen as there has been very little rain here. At Sanniasipatty the debts are from Rs. 40 to Rs. 50 and some Kanganies came here a few years ago. The villagers, all agriculturists, gave me the idea of being very anxious to go. Nattuvampalayam or Sankaridrug Railway Station has been tried before, I believe, but the people were not at all keen on going although they told me their crops had failed. At Narayanampalayam, on the Sankaridrug-Tiruchengode road, the villagers gave me the impression of being extremely anxious to go to Ceylon, one man offering to go with 4 others on the spot, the reason being that about 10 people have gone and have been frequently returning with good reports. At Sittampalayam, the people are all rich and therefore not willing to leave their village. I returned to Tiruchengode and in the evening visited Gollapatti. No coolies have gone from here nor do the inhabitants seem at all keen as they have no debts. I distributed notices and went on to Andipatty, where I saw Vellaydam Kangani of Alloya Estate, who has been over here about 4 months and tells me he is returning to the estate on the 15th October. The villagers are not interested in Ceylon nor have they any debts.

On the 16th I struck out South from Tiruchengode and stopped at Kumaramangalam, from whence none has been to Ceylon. This village contains a mixture of weavers and agriculturists, none of whom seemed very interested. I next stopped at Chikankatur, a place full of independent landowners, and though they have had no rain they were not over anxious to go. Eliehipalayam has supplied a lot of Palla caste to Ceylon, though their debts seem rather astounding, viz., Rs. 500 and upwards, nearly the whole village being indebted. A man named Peria Govindan here informed me that he had been a Kangany on Samarajiri Estate, Nuwars Eliya, 15 years ago and now wanted to go back. I then stopped at Vanjappa Malai from whence about 10 of the Odda caste have been to Ceylon, and as they had been writing

and sending money from there, the people seemed rather keen, but they gave me the impression also, of being mortally afraid of the word "Kangany" as they said they piled on false debts. The village debts here are from Rs. 30 to Rs. 50. At a little village called Morangam the debts range from Rs. 50 to Rs. 100, and the people, though I talked to them at length, seemed afraid, because the two or three who have gone from here have not returned and must have died from the bad water. Palamiduputhoor seems a village worth trying as there has been no rain and the people seemed keen. Debts are from Rs. 50 to Rs. 100. Mallasumadrum is full of weavers and are not at all keen.

On the 17th I visited Kalappampalayam, a village full of independent landowners, and though they have had very little rain they did not seem interested. At Kandampalayam they have had some rain and are therefore not keen, and have also very few debts. At Kavindipalayam, the debts are from Rs. 100 to Rs. 200, and about 5 or 6 families have gone to Ceylon and are frequently writing. They are all agriculturists and seemed rather keen. I then went on to Athanasipalayam, Namakal taluk, full of agriculturists of whom about 10 have gone over. Village debts are from Rs. 50 to Rs. 100, but the people were not at all keen at present. At the next village, Mavuretti, the people seemed very interested as they have had no rain. They are all agriculturists and their debts are from Rs. 500 to Rs. 1,000, 4 or 5 have been to Ceylon from here. From Paramatti about 4 or 5 people have been to Ceylon, but the inhabitants are not keen to go as the agriculturists population have no debts and plenty of work. At Kandampalayam, Namakal taluk, all are agriculturists and their debts range from Rs. 50 to Rs. 100 and upwards. A few who have gone to Ceylon are often writing to their friends and the people seemed rather indifferent. I then stopped at Namakal and checked the Agent's cash balance there, and am pleased to say found the Agency neat and tidy as usual. I then returned to Tiruchengode via Velagavandanpatty, a village full of agriculturists who have no debts and a few have been to Ceylon. The people did not strike me as being very keen though. At the next place, Sanarapalayam, the villagers were not interested though they said that people seemed keen on going at a village called Marrukapalayam, close by. The debts are from Rs. 50 to Rs. 60 at the former place. Rajapalayam is populated with agriculturists who have no debts. They have had rain and are therefore not keen just at present. Kumaramangalam is full of weavers who did not show much interest, though 2 or 3 Kanganies have taken about 40 men from here. The debts are very small.

On the 18th I visited Konkanapuram, all Padayachies, none of whom have been to Ceylon. Their debts are from Rs. 50 to Rs. 100, and they have had no proper rain for 4 or 5 years. At Sinnampatty they are all Toddy Contractors and are not keen, and none of them have ever gone to Ceylon. At Kannanthare the debts are from Rs. 100 to Rs. 200, and a few have gone from here. They did not seem very interested though. From Kupandapalayam a lot of coolies have gone and the people were anxious to go I thought. They have had no rain and village debts are from Rs. 20 to Rs. 50. At Thalloor they did not seem very interested. The debts are from Rs. 200 to Rs. 500 here and one woman has been to Ceylon, but did not seem very favourably constrained towards it.

On the 20th I visited Kumarapalayam, where the coolies classes have no debts and they have had rain. Some Pallas from here have been to Ceylon and are frequently returning. The majority of the population are Chetties and weavers. At Chinnappaickenpalayam there are weavers, of whom about 4 or 5 have been to Ceylon, but as they have never returned, the others don't seem keen. At Desiyankuttai, a village consisting of 5 houses, they are all agriculturists, one of them has been to Ceylon and they seemed a little interested. Villandivelachai is populated by Padayachies and weavers. Out of the 5 or 6 who have gone over one has returned and recruited about 5 more.

The cooly classes have no debts, but the inhabitants said they were afraid to go as they feared Kanganies piled on debts and those over in Ceylon were frequently writing for money. From Edapadi about 2 or 3 have been to Ceylon and the poorer classes have no debts. One or two Kanganies have been here, but the people did not seem very keen. Reddipatti might be tried as they are all agriculturists and seemed rather keen. The poorer classes have very small debts.

On the 21st I returned to Salem from Sankaridrug, stopping on the way at Kakapaliam, Salem taluk, from whence about 2 have gone to Ceylon, their debts are from Rs. 10 to Rs. 100, and the population is agriculturists and Mudaliyars. They were not at all interested as they said they were comfortably well off. Thus I came to the end of my tour in Tiruchengode taluk, most of the roads of which I think have now been along. Considering that harvesting is generally in progress at present, though rain has universally been very scarce, my general impression was that villagers seemed very keen to go to Ceylon, in place where they had not cause to be otherwise. I therefore hold out great hopes for recruiting in these places, especially in the hot weather and when the agricultural classes are no longer engaged with their fields.

On the 24th I started for Harur, Uttangari taluk, a distance of 41 miles, the road to which runs through the Shevroy Hills and is very steep in places and like a switchback. 20 miles of this road was terrible. I stopped en route at Pallipatti, Uttangari taluk, where the debts are from Rs. 10 to Rs. 60. About 3 people have been from here and they seem rather keen as they often hear from their friends over there, who send money.

On the 25th I visited Gopanathampatti where the debts are nil from what they tell me. They are nearly all agriculturists, but did not seem at all keen on going. Odasalpatti struck me as being a good place to try as 3 have gone to Ceylon from here and are often writing and sending money. The village debts are from Rs. 50 to Rs. 100 and several Kanganies have been here. Rasalampatti also might be tried as a good village for recruiting as 10 have been from here and the people seem pleased as they have returned and others have gone with them. The debts are from Rs. 10 to Rs. 20. I next stopped at Thumbulichettipatti, a village populated with independent landowners who have no debts they say. They are all agriculturists, but were not keen.

On the 27th I visited Soorapatti, a village of agriculturists who seemed anxious to earn more than 1½ annas a day, which they said was their daily wage. The cooly classes have more debts here. At Mullipatti the debts are from Rs. 30 to Rs. 50 and the people were very keen. They are all Cobblers, however, but one has been from Thonganur, a village quite close. At Passarapatti they are all Reddies and rich landowners and are therefore not interested in emigration. From Manyambadi about 10 people have been to Penang and said they would like to go to Ceylon if Kanganies come there. From Kadatoor several have gone to Penang and they seem keen on Ceylon. At Buddireddipatti I met Gopaul, Head-kangany of Nugahena Estate, who had fever and said he was returning when he was well enough. He had not done any recruiting. The debts in this village are from Rs. 50 to Rs. 100 and about 15 people have been to Ceylon. They seemed to be very interested and spoke of many who had gone to Penang. I then stopped at Thindalanoor, the debts in which are from Rs. 50 to Rs. 100. All the people who have lands of their own here and did not seem very interested. Sillarpatti might be worth trying as several have been to Ceylon as well as Penang from here. The villagers seemed rather interested. Singarapatti is full of Reddies and Chetties. No one has been to Ceylon from here and no one seems keen to go. In Mallapuram the people did not seem very anxious to know about Ceylon as they have lands and their debts are only Rs. 10 to Rs. 20. Nadoor is a very small village full of poor Reddys. No one

seems keen to go from here. From Boodthanam 4 or 5 have been to Ceylon and returned again. Cooly classes have debts below Rs. 10. They don't seem anxious at present though this village may be tried later on. There are very few agriculturists at Thenkarikotai, the population being mostly Mohamedans, of whom no one has been to Ceylon. I don't think it much good trying this village though Jamanhalli close by might be tried. Pudur is a village of agriculturists who have no debts. About 4 or 5 have gone over from here, but the people did not strike me as being very interested.

On the 28th I went out to Novalingam and the villagers showed no keenness as they have all lands they told me and are doing well and have no debts. Penang is spoken of in Kannimaynalloor, but no one has been to Ceylon. They are all weavers and Mudaliyars in this village and no agriculturists. At Chintalbadi, the villagers said they had lands and plenty to live on and therefore had no desire to leave their village. I proceeded to Ammapatti, where the debts are from Rs. 25 to Rs. 125, and most of the villagers have lands and do not want to leave them. From Kannadithathampatti, a village of Oddas, no one has been to Ceylon and no one seems want to go. Irulapatti should be tried after a month or so as the people would be glad to go then they say. The debts are from Rs. 10 to Rs. 20, and the inhabitants are agriculturists, one family of whom has gone to Ceylon. I unfortunately had a mishap to my Motor Cycle on this day, breaking an exhaust valve, with the result that it had to be wheeled home by coolies for the last 8 miles.

On the 30th I visited Thethamalai, a village of Mudaliyars and agriculturists, 3 or 4 of whom have been to Ceylon, but they did not seem very keen to go as they have had good rain. At Poyampatti I was informed that debts ranged from Rs. 20 to Rs. 60 and most of the inhabitants are landowners. No one has been to Ceylon and none seemed very keen to go.

On the 31st I went to Hanumanthitham which looked like a village of the dead, as there was only one solitary individual left, the rest being in the fields. I could not get much information out of him, but he gave me the idea that the people were very busy with their lands at present and they were not very keen to leave them. At a small village named Mathampatti, the agriculturists population appeared rather satirical, village debts are from Rs. 50 to Rs. 100, but I do not think this village much good for recruiting purposes. About 4 or 5 have gone to Ceylon from Kilapuram, the village next door, and they often write letters but don't send any money. Debts are from Rs. 5 to Rs. 15, and the inhabitants do not seem at present very keen as they are engaged in their fields.

On the 1st November I returned to Salem by Rail from Morappur Railway Station, having covered during my tour a distance of 41 miles by Rail and 525 miles by road. I fear my report is somewhat lengthy, but it has been my intention, as far as possible, to endeavour to convey the exact impressions existed amongst the general population of the numerous villages which I visited. As a result of my own impressions, I cannot too forcibly impress the absolute necessity for insisting that coolies should either return periodically to their villages from Ceylon or making them correspond regularly with their friends and relations whom they have left behind in perhaps some little remote village many miles from one of our Agencies or a busy centre. In not one but dozens of instances I could not help being very much impressed with the fact that villagers were terrified of Kanganies, simply owing to in some cases, a man having returned to his village utterly dissatisfied, and poisoned the minds of the villagers in the villages for miles round, or in other cases, people having written that false debts were piled on by Kanganies over in Ceylon, or writing for many from their villages when it was supposed when they left them that they were going to lose sight of the word debt, and return, not involved, but with money to

buy more lands. The system of seeing that the cooly, not the Kangany, continually sends his good impressions of Ceylon back to those he has left in his village, should, I think, be made a golden rule.

Yours faithfully,
E. V. B. LEVINGE,
Assistant Commissioner.

P.S.—Haroor: itself is a large village and the Tahsildar's Headquarters. A lot of coolies are going to Penang from the surrounding villages, and I think this is a good place to try since I have distributed a great many notices here, and people seem rather very keen to emigrate.

[This letter merits very careful reading. It supplies striking confirmation of Mr. Coombi's statements in our correspondence columns.—Ed.]

MONTHLY REPORT ON RECRUITING PROSPECTS FOR OCTOBER, 1913.

District.	Taluk.	Crop Prospects.	Local Wages.		Recruiting Prospects.	Remarks.
			Men.	Women.		
			Annas.	Annas.		
Trichinopoly Circle.						
Trichinopoly (Manapara Agency)	Kulitalai	Dry crops failed for want of rain in time. There have been heavy rains recently.	4	3	Not favourable.	Owing to Deepavali festival.
Tanjore ... (Tanjore Agency)	Arantangi Kumbakonam Mannargudi Mayaveram Nannilam Negapatam	Water supply is generally sufficient. Sowing and transplantation of paddy in progress. Harvested Paddy, Maize and Ragi.	6	4	Not favourable.	
(Ammapatnam Agency)	Pattukottai Arantangi	Good	6 to 7	3 to 4	Not favourable.	
Puducottah State	Alangudi	There have been good rains. Transplantation is going on vigorously.	5	4		
	Kolatur		5	3½	Not favourable.	The villagers are busy with cultivation.
	Thirumayam		6	4½		
Ramnad (Paumban Agency)	Paramakudi ...	Fair	6	3	Very fair	
	Thiruvadanally...	do	5½	2½	Fair	
	Muthukolatur ...	do	5	2	Fair	
	Abyram ...	do	6	2	Not good	
Tondi Agency	Tiruvadani					There was good rain for the last four days and the villagers are busy with cultivation.
	Tirupatur	Fair	4 to 6	3 to 6	Not favourable.	
	Sivaganga					
	Paramakudi					
Tinnevely Dt. (Tinnevely Agency)	Ambasamudram	Good	5	4		
	Tinnevely ...	Fair	5	4		
	Tenkasi ...	Good	5	4		
	Nangunery ...	Not good	4	3		
	Sreevaikondum...	do	3½	2½	Fair	
	Koilpatti ...	Fair	3½	3		
	Sangaranainar...					
	koil	Not good	4	3		
	Tiruchendur ...	Fair	5	3		
Travancore State.	Travancore ...	do	5	4		
Tinnevely Dt. (Tatapara Agency)	Tiruchendur Coilpatti Sangaranainar-koil	Dry and wet lands are under ploughing in expectation of rain.	4 to 5½	3 to 4	Not favourable.	

N. H. M. BOWDEN,
For Ceylon Labour Commissioner

MONTHLY REPORT ON RECRUITING PROSPECTS FOR OCTOBER, 1913.

District.	Taluk.	Crop Prospects.	Local Wages.		Recruiting Prospects,	Remarks.
			Men.	Women.		
			Annas.	Annas,		
Telugu Districts.						
Cuddapah	Cuddapah	... Good rain, cultivation started.	4	2	Bad	
	Pulivendla	... do	3	do	do	
	Kamalapuram	... do	do	do	do	
	Roychoty	... do	do	do	do	
	Rajampet	... do	4	do	do	
	Sidhout	... do	3	do	do	
	Proddatur	... do	do	3	do	
	Badvel	... do	do	do	do	
Nellore	Jammalmadugu	do	do	2	do	
	Nellore	... Young paddy good.	4	3	Bad	
	Sooloorpet	... do	do	do	do	
	Vengatagiri	... do	4 to 5	3½	do	
	Kovoor	... do	5	4	Fair	
	Kavali	... Young cumbu and paddy good.	4½	3½	Bad	
	Atmakur	... Young paddy growing well.	4	3	do	
	Kandukur	... do	5	4	do	
	Udaigiri	... do	4 to 5	3½	do	
	Rapoor	... Paddy and cholam good.	4	3	do	
	Podili	... Young cholam and cumbu good.	3½	2½	do	
	Kanigiri	... Cholam and cumbu good.	3	2	do	
	Darasi	... do	3	2½	do	
	Gudur	... Young paddy good.	5	4	do	
	Anantapur	... Young cholam and paddy good.	4½	3½	Moderate	
	Dharmavaram	... Young paddy good.	5	2½	do	
Anantapur	Hindupur	... do	do	do	Bad	
	Gooty	... Young cumbu and cholam good.	4	2	Moderate	
	Tadpatry	... do	3½ to 4	do	do	
	Kaliandrug	... Young ragi good.	4	2½	do	
	Aruvakonda	... do	do	2	do	
Bellary	Bellary	... Young paddy good.	5	4	do	
	Aloor	... Kumbu growing poorly.	do	2	do	
	Adoni	... do	do	3	do	
	Hospet	... Cotton and paddy good.	3½	2	do	
	Royadurg	... Ragi good.	5	2½	do	
Kurnool	Kurnool	... Kumbu growing poorly	4	2	do	
	Nondiyal	... Cholam and cumbu good	4	1½	do	
	Dhone	... do	3	do	do	

MONTHLY REPORT ON RECRUITING PROSPECTS FOR OCTOBER, 1913.

District.	Talug.	Crop Prospects.	Local Wages.		Recruiting Prospects.	Remarks.
			Men. Annas.	Women. Annas.		
Telugu District.						
Guntur	Guntur	Cholam chillies and tobacco are growing well. Kambu harvest is over.	4	3	Indifferent	
	Bapatla	Kambu and Cholam good. Paddy is excellent.	do	do	do	
	Sattenapalle	Kambu and Cholam good. Cotton is being sown.	do	do	do	
J. H. RUTHERFORD LEE, Assistant Ceylon Labour Commissioner.						
Palghat Circle, Karur Agency.						
Trichinopoly and Coimbatore.	Karur and Dharapuram...	Fair	3 to 4	2 to 0-2-6	Not good	There is a good deal of work going on in the fields this month so that much labour is not available.
Palghat Circle, Erode Agency.						
Coimbatore	Erode	...				
	Bhavani	...				
	Gobichetty- poliem	...				
	Palladam	...				
	Peria Dhara- puram	...	Fair	3 to 5	2 to 0-2-6	Fair
	Satyamangalam	...				
	Avanashi	...				
	Udamalpet	...				
	Pollachi	...				
	Kollegal	...				
Coolies are available in most parts of the Coimbatore District.						
Palghat Circle, Palghat and Cannanore Agency.						
Malabar	Palghat	...				
	Walawanad	...				
	Ponnani	...				
	Calicut	...				
	Chirakal	...	Good	3 to 5	2 to 0-2-6	Very good
	Kottayam	...				
	Kurumbranad	...				
	Ernad	...				
Coolies are always available if Malayalee kanganyes are sent to recruit.						
Palghat Circle, Dindigul Agency.						
Madura and Coimbatore	Dindigul	...				
	Palani	...				
	Dharapuram	...	Good	3 to 5	2 to 0-2-6	Not very good
This month is not very favourable for recruiting, as there is a good deal of work going on in the fields, also the Deepawali Festival is held in this month when the coolies will not leave their homes.						

MONTHLY REPORT ON RECRUITING PROSPECTS FOR OCTOBER, 1913.

District.	Taluk.	Crop Prospects.	Local Wages.		Recruiting Prospects.	Remarks.		
			Men.	Women.				
			Annas.	Annas.				
Paigbat Circle, Madura Agency.								
Madura	...	Madura	...	Good in Madura, Melur Mana Madura and Paramakudy. Fair in other Taluks.	4 to 5	2 to 3	Good in Sivaganga and Paramakudy, fair in other Taluks.	Coolies are available in Periakulam, Nellakottai, Thirupuvanam and Sivagang Taluks.
	...	Melur	...					
	...	Periakulam	...					
	...	Nellakottai	...					
	...	Thirumangalam	...					
	...	Palany	...					
	...	Dindigul	...					
	...	Ramnad	...					
	...	Thirupuvanam	...					
	...	Thirupatur	...					
	...	Sivaganga	...					
	...	Mana Madura	...					
	...	Paramakudy	...					
	...	Kanavathy	...					

G. S. DUPEN,

Asst. Ceylon Labour Commissioner,

29th October, 1913.

Chittoor Circle.

Chittoor	...	Chittoor	...	Young paddy poor, ragi harvest indifferent.	2 to 3	3	Fair
	...	Kalahasti	...	do	do	do	do
	...	Karvetnagar	...	do	do	do	Indifferent
	...	Palmanair	...	Young paddy indifferent, ragi and Cholan harvest poor.	do	do	do
	...	Vayalpad	...	do	do	do	Fair
	...	Madanapally	...	do	do	do	Bad
	...	Punganur	...	do	do	do	Indifferent
	...	Chandragiri	...	do	do	do	Fair
				
				

Tamil Districts.

North Arcot...	...	Arcot	...	Groundnuts are still young paddy young poor.	4	2	Bad
	...	Vellore	...	do	do	do	Moderate
	...	Gudiyatam	...	do	do	do	Good
	...	Walaja	...	do	do	do	do
	...	Polur	...	do	do	do	do
	...	Arni	...	do	do	do	Poor
	...	Wandiwash	...	Ground nuts and cereal grains still young poor.	do	do	Indifferent
	...	Cheyar	...	Paddy good	4 to 5	2 to 3	Fair
	...	Arkonam	...	Kumbu poor and young Paddy.	do	do	Good
	...	Tiruvannamalai	...	Paddy good.	do	do	Fair
				

MONTHLY REPORT ON RECRUITING PROSPECTS FOR OCTOBER, 1913.

District.	Taluk.	Crop Prospects.	Local Wages-		Recruiting Prospects,	Remarks.
			Men.	Women.		
			Annas.	Annas.		
Chittoor Circle.						
Chingleput ..	Chingleput ...	Paddy harvested				
		Paddy sown and good.	5	3	Fair	
	Conjeevareem ...	Paddy growing good				
		ragi harvested.	do	do	do	
	Madurantakam	Paddy harvested and groundnut sown.	do	do	do	
	Ponnery ...	Cumbu harvested and Paddy good.	do	do	do	
	Saidapet ...	Ragi harvested and ground nut sown.	do	do	do	
South Arcot...	Tiruvallur ...	Paddy harvested and groundnut sown.	do	do	do	
	Villupuram ...	Groundnut good, Paddy cultivation very discouraging owing to failure of rain				
		ragi sowing.	5	3	Good	
	Tindivanam ...	do	do	do	do	
	Kallakurichi ...	do	do	do	do	
	Tirucoilur ...	do	do	do	do	
	Cuddalore ...	do	do	do	do	
	Virudachalam ...	do	do	do	do	
	Chidambaram ...	do	do	do	do	
	Gingee ...	do	do	do	do	

COOLY STATISTICS FOR THE MONTH OF OCTOBER, 1913.

AGENCIES.		PREVIOUSLY.					TOTAL.					OCTOBER.					TOTAL.					TOTAL					G. TOTAL
HEADQUARTER CIRCLE:—		M.	F.	Ch.	Infts.	Total.	M.	F.	Ch.	Infts.	Total.	M.	F.	Ch.	Infts.	Total.	M.	F.	Ch.	Infts.	Total.	M.	F.	Ch.	Infts.	Total.	
1.	Trichinopoly	...	18,817	6,769	6,492	2,398	34,466	1,365	379	309	120	2,173	20,182	7,138	6,801	2,518	36,639										
2.	Tanjore	...	1,412	357	193	119	2,081	93	19	3	6	121	1,505	376	196	125	2,202										
3.	Turaiyur	...	390	196	154	89	829	22	12	5	4	43	412	208	159	93	872										
4.	Musiri	...	456	197	221	79	953	27	13	11	3	54	483	210	232	82	1,007										
5.	Puducottah	...	1,175	364	391	126	2,056	95	28	27	11	161	1,270	392	418	137	2,217										
6.	Manaparai	...	1,736	484	313	95	2,628	35	8	6	3	52	1,771	492	319	98	2,680										
			23,986	8,357	7,764	2,906	43,013	1,637	459	361	147	2,604	25,623	8,816	8,125	3,053	45,817										

THE PLANTING GAZETTE.

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COOLY STATISTICS FOR THE MONTH OF OCTOBER, 1913.

MADURA CIRCLE:—

MADURA CIRCLE:—			M.	F.	Ch.	Infra.	Total.	M.	F.	Ch.	Infra.	Total.	M.	F.	Ch.	Infra.	Total.
7.	Tataparai	...	3,243	1050	709	393	5,395	357	106	63	32	558	3,600	1,156	772	425	5,953
8.	Madura	...	2,667	873	573	194	4,307	286	101	71	18	476	2,953	974	644	212	4,783
9.	Tinnevely	...	1,544	325	307	121	2,297	195	52	46	17	312	1,739	377	355	138	2,609
10.	Ammapatnam	...	651	195	154	51	1,051	75	28	14	3	120	726	223	168	54	1,171
11.	Tondi	...	1,378	489	189	162	2,218	115	32	16	11	174	1,493	521	205	173	2,392
12.	Pamban	...	241	124	92	48	505	28	7	6	4	45	269	131	98	52	580
			9,724	3,056	2,024	969	15,773	1,056	326	218	85	1,685	10,780	3,382	2,242	1054	17,458

CHITTOOR CIRCLE:—

13. Chingleput	...	...	1,852	752	302	287	3,193	132	52	17	15	216	1,984	804	319	302	3,409
14. Arkonam	...	...	1,102	491	143	188	1,924	118	40	10	11	179	1,220	531	153	199	2,103
15. Villupuram	...	...	2,499	909	355	289	4,052	182	65	17	30	294	2,681	974	372	319	4,346
16. Katpadi	...	...	1,632	662	207	198	2,699	173	66	32	17	288	1,805	728	239	215	2,987
17. Coconada	...	...	26	19	10	3	58	...	closed	closed	...	...	26	19	10	3	58
18. Cuddapah	...	...	270	106	33	31	440	58	18	4	10	90	328	124	37	41	530
19. Nellore	...	...	107	27	8	5	147	7	4	1	1	13	114	31	9	6	180
20. Guntur	...	...	91	43	21	11	166	10	0	0	0	10	101	43	21	11	176
21. Chittoor	...	...	74	28	15	8	125	4	1	0	0	5	78	29	15	8	130
	7,653	3,037	1094	1020	12,804	684	246	81	84	1,095	8,337	3,283	1,175	1,104	13,899		

SALEM CIRCLE:—

22. Salem	...	...	955	294	197	98	1,544	67	14	1	3	85	1,022	308	198	101	1,629
23. Bangalore	...	...	176	26	6	8	216	25	4	0	2	31	201	30	6	10	247
24. Guntakal	...	...	480	109	49	23	661	39	14	5	4	62	519	123	54	27	723
25. Hubli	...	...	28	8	8	2	46	...	closed	closed	...	...	28	8	8	2	46
26. Tirupatur	...	...	95	38	18	17	168	7	5	1	2	15	102	43	19	19	183
27. Namakal	...	...	339	100	75	18	532	31	14	10	5	60	370	114	85	23	592
28. Dharmapuri	...	...	162	61	22	27	272	37	11	4	1	53	199	72	26	28	325
29. Atur	...	...	216	84	48	43	391	42	5	5	5	57	258	89	53	48	448
30. Nanjangud	...	...	110	30	11	6	157	18	0	0	0	18	128	30	11	6	175
	2,561	750	434	242	3,987	266	67	26	22	381	2,827	817	460	264	4,368		

PALGHAT CIRCLE:—

31. Erode	...	...	1205	361	142	142	1,850	98	17	11	6	132	1,303	378	153	148	1,982
32. Dindigul	...	...	1547	515	227	154	2,443	129	56	21	14	220	1,676	571	248	168	2,663
33. Karur	...	...	568	163	150	63	944	87	13	19	5	124	655	176	169	68	1,068
34. Palghat	...	...	662	104	63	28	857	120	5	4	2	131	782	109	67	30	986
35. Tirur	...	...	14	4	2	1	21	...	closed	closed	...	...	14	4	2	1	21
36. Cannanore	...	...	158	27	25	9	219	31	5	0	1	37	189	32	25	10	256
TOTAL	4,154	1174	609	397	6,334	465	96	56	28	644	4,619	1270	664	425	6,978		

GRAND TOTAL.

48,078 16,374 11,925 5,534 81,911 4,108 1,194 741 368 6409 52,186 17,568 12,666 5,900 88,320

(81,911)

(6,409)

*1912.....83,352

CEYLON LABOUR COMMISSION TRICHINOPOLY.

Comparative Statement showing the number of Coolies despatched monthly from each Agency during 1912 and 1913.

Agencies.	Years.	Jan.	Feb.	Total.	Mar.	Total.	April.	Total.	May.	Total.	June.	Total.
Headquarter Circle.												
Trichinopoly	... 1912	740	1,036	1,776	1,556	3,332	3,276	6,608	6,057	12,665	6,088	18,753
"	... 1913	994	1,201	2,195	1,453	3,648	4,081	7,729	7,639	15,368	7,193	22,561
Tanjore	... 1912	42	94	136	165	301	231	532	347	879	323	1,202
"	... 1913	109	146	255	149	404	192	596	347	943	447	1,390
Turaiyur	... 1912	5	32	37	6	43	28	71	137	208	215	423
"	... 1913	5	27	32	49	81	79	160	159	319	233	552
Musiri	... 1912	3	15	18	29	47	39	86	142	228	109	337
"	... 1913	20	4	24	8	32	132	164	202	366	206	572
Puducottah	... 1912	89	108	197	121	318	166	484	214	698	348	1,046
"	... 1913	56	111	167	65	232	228	460	308	768	437	1,205
Manaparai	... 1912	111	103	214	135	349	129	478	344	822	297	1,119
"	... 1913	224	141	365	171	536	308	844	425	1,269	446	1,715
Total	... 1912	990	1,388	2,378	2,012	4,390	3,869	8,259	7,241	15,500	7,380	22,880
"	... 1913	1,408	1,630	3,038	1,895	4,933	5,020	9,953	9,080	19,033	8,962	27,995

Agencies.	Years.	July.	Total.	Aug.	Total.	Sept.	Total.	Oct.	Total.
Trichinopoly	... 1912	4,529	23,282	3,760	27,042	3,650	30,692	3,508	34,200
"	... 1913	4,723	27,284	3,772	31,056	3,410	34,466	2,173	36,639
Tanjore	... 1912	259	1,461	175	1,636	246	1,882	194	2,076
"	... 1913	318	1,708	160	1,868	213	2,081	121	2,202
Turaiyur	... 1912	104	527	41	568	96	664	50	714
"	... 1913	139	691	83	774	55	829	43	872
Musiri	... 1912	87	424	52	476	32	508	79	586
"	... 1913	177	749	122	871	82	953	54	1,007
Puducottah	... 1912	272	1,318	339	1,657	605	2,262	430	2,692
"	... 1913	277	1,482	247	1,729	327	2,056	161	2,217
Manaparai	... 1912	319	1,438	331	1,769	272	2,041	320	2,361
"	... 1913	438	2,153	368	2,521	107	2,628	52	2,680
Total	... 1912	5,570	28,450	4,698	33,148	4,901	38,049	4,580	42,629
"	... 1913	6,072	34,067	4,752	38,819	4,194	43,013	2,604	45,617

Agencies.	Years.	Jan.	Feb.	Total.	Mar.	Total.	April.	Total.	May.	Total.	June.	Total.
Chittoor Circle.												
Chingleput	... 1912	120	105	225	136	361	305	666	287	953	562	1,515
"	... 1913	99	132	231	228	454	424	878	440	1,318	492	1,810
Arkonam	... 1912	201	67	268	56	324	154	478	272	750	264	1,014
"	... 1913	87	112	199	78	277	164	441	240	681	342	1,023
Villupuram	... 1912	118	156	274	266	540	325	865	412	1,277	501	1,778
"	... 1913	166	177	343	328	671	388	1,059	682	1,741	654	2,395
Katpady	... 1912	216	257	473	140	613	177	790	292	1,082	415	1,497
"	... 1913	252	231	483	150	633	245	878	385	1,263	342	1,605
Coconada	... 1912	...	19	19	10	29	29	58	11	69	49	118
"	... 1913	6	15	21	37	58	closed	58	closed	58	closed	58
Cuddapah	... 1912	4	11	15	22	37	2	39	34	73	22	95
"	... 1913	15	2	17	13	30	20	50	23	73	171	244
Nellore	... 1912	9	...	9	18	27	2	29	...	29	29	58
"	... 1913	17	25	42	52	94	9	103	17	120	6	126
Guntur	... 1912	...	63	63	8	71	155	226	43	269	27	296
"	... 1913	...	...	...	...	...	22	22	5	27	111	138
Chittoor	... 1912	...	...	...	...	...	...	...	...	...	...	...
"	... 1913	...	...	...	2	2	13	15	14	29	22	51
Anantapur	... 1912	89	24	113	13	126	...	126	...	126	...	126
"	... 1913	closed	...	...	...	...	...	...	...	...	...	...
Total	... 1912	757	702	1,459	669	2,128	1,149	3,277	1,351	4,628	1,869	6,497
"	... 1913	642	694	1,336	883	2,219	1,285	3,504	1,806	5,310	2,140	7,450

Chittoor Circle.

Agencies.	Years.	July.	Total.	Aug.	Total.	Sept.	Total.	Oct.	Total.
Chingleput	1912	505	2,020	437	2,457	409	2,866	576	3,442
"	1913	556	2,366	422	2,788	405	3,193	216	3,409
Arkonam	1912	287	1,301	311	1,612	278	1,890	220	2,110
"	1913	368	1,391	258	1,649	275	1,924	179	2,103
Villupuram	1912	618	2,396	629	3,025	592	3,617	423	4,040
"	1913	582	2,977	544	3,521	531	4,052	294	4,346
Katpady	1912	577	2,074	499	2,573	591	3,164	422	3,586
"	1913	320	1,925	387	2,312	387	2,699	288	2,987
Cocanada	1912	38	156	15	171	...	171	7	178
"	1913	closed	58	closed	58	closed	58	closed	58
Cuddapah	1912	37	132	18	150	26	176	20	196
"	1913	132	376	18	394	46	440	90	530
Nellore	1912	9	67	...	67	...	67	8	75
"	1913	13	139	2	141	6	147	13	160
Guntur	1912	33	329	8	337	...	337	59	396
"	1913	3	141	14	155	11	166	10	176
Chittoor	1912	...	...	...	...	...	...	...	...
"	1913	27	78	32	110	15	125	5	130
Anantapur	1912	...	126	...	126	...	126	...	126
"	1913	...	...	...	...	...	...	...	...
Total	1912	2,104	8,601	1,917	10,518	1,896	12,414	1,735	14,149
"	1913	2,001	9,451	1,677	11,128	1,676	12,804	1,095	13,899

Agencies.	Years.	Jan.	Feb.	Total.	Mar.	Total.	April.	Total.	May.	Total.	June.	Total.
Tataparai	1912	256	191	447	12	759	265	1,024	522	1,546	607	2,153
"	1913	267	352	619	433	1,052	761	1,813	741	2,554	801	3,355
Madura	1912	275	255	530	293	823	355	1,178	603	1,781	563	2,344
"	1913	220	162	382	149	531	421	952	787	1,739	766	2,505
Tinnevely	1912	94	122	216	136	352	174	526	247	773	291	1,064
"	1913	121	88	209	147	356	238	594	364	958	399	1,357
Ammapatam	1912	8	54	62	60	122	119	241	142	383	240	623
"	1913	43	43	86	49	135	130	265	179	444	174	618
Tondi	1912	109	177	286	134	420	329	749	321	1,070	860	1,430
"	1913	111	109	220	129	349	215	564	406	970	439	1,409
Pamban	1912	8	14	22	89	111	20	131	70	201	93	294
"	1913	11	17	28	75	103	43	146	78	224	68	292
Total	1912	750	813	1,563	1,024	2,587	1,262	3,849	1,905	5,754	2,154	7,908
"	1913	773	771	1,544	982	2,526	1,808	4,334	2,555	6,889	2,647	9,586

Agencies.	Years.	July.	Total.	Aug.	Total.	Sept.	Total.	Oct.	Total.
Tataparai	1912	573	2,726	511	3,237	446	3,683	463	4,146
"	1913	678	4,033	620	4,653	742	5,395	558	5,953
Madura	1912	537	2,881	689	3,520	624	4,144	534	4,678
"	1913	616	3,121	609	3,730	577	4,307	476	4,783
Tinnevely	1912	340	1,404	260	1,664	192	1,856	233	2,089
"	1913	400	1,757	251	2,008	289	2,297	312	2,609
Ammapatam	1912	228	851	138	989	15	1,004	51	1,055
"	1913	109	727	183	910	141	1,051	120	1,171
Tondi	1912	423	1,853	204	2,057	585	2,642	375	3,017
"	1913	402	1,811	150	1,961	257	2,218	174	2,392
Pamban	1912	132	426	100	526	86	612	94	706
"	1913	75	367	67	434	71	505	45	550
Total	1912	2,233	10,141	1,852	11,993	1,948	13,941	1,750	15,691
"	1913	2,280	11,816	1,880	13,696	2,077	15,773	1,685	17,458

Agencies.	Years.	Jan	Feb.	Total.	Mar.	Total.	April.	Total.	May.	Total.	June.	Total.
Salem Circle.												
Salem	... 1912	126	132	258	157	415	362	777	326	1,103	313	1,416
"	... 1913	63	124	187	210	397	226	623	217	840	168	1,008
Bangalore	... 1912	23	17	40	14	54	37	91	57	148	34	182
"	... 1913	22	29	51	18	69	14	83	35	118	nil	118
Guntakal	... 1912	6	16	22	4	26	9	35	24	59	32	91
"	... 1913	76	31	107	81	188	96	284	87	371	81	452
Hubli	... 1912	..	27	27	12	39	31	70	44	114	10	124
"	... 1913	19	25	44	2	46	closed	46	closed	46	closed	46
Tirupattur	... 1912	...	...	...	...	...	...	...	...	...	...	...
"	... 1913	...	22	22	15	37	34	71	14	85	14	99
Namakal	... 1912	...	...	...	...	...	...	...	...	...	...	...
"	... 1913	18	15	33	58	91	55	146	83	229	87	316
Dharmapuri	... 1912	...	...	...	...	...	...	...	...	...	...	...
"	... 1913	...	35	35	36	71	30	101	14	115	13	128
Atur	... 1912	...	...	...	...	...	...	...	...	...	...	...
"	... 1913	3	26	29	48	77	61	138	44	182	67	249
Nanjangode	... 1912	...	...	...	...	...	...	...	...	...	...	...
"	... 1913	...	...	...	12	12	28	40	29	69	19	88
Total	... 1912	155	192	347	187	534	439	973	451	1,424	389	1,813
"	... 1913	201	307	508	480	988	544	1,532	523	2,055	449	2,504

Agencies.	Years.	July.	Total.	Aug.	Total.	Sept.	Total.	Oct.	Total.
Salem	... 1912	346	1,762	456	2,218	457	2,675	217	2,892
"	... 1913	166	1,174	185	1,359	185	1,544	85	1,629
Bangalore	... 1912	64	246	53	299	18	317	47	364
"	... 1913	50	168	24	192	24	216	31	247
Guntakal	... 1912	27	118	45	163	25	188	75	263
"	... 1913	75	527	58	585	76	661	62	723
Hubli	... 1912	39	163	16	179	34	213	44	257
"	... 1913	closed	46	closed	46	closed	46	closed	46
Tirupattur	... 1912	...	...	...	...	...	...	38	38
"	... 1913	12	111	27	138	30	168	15	183
Namakal	... 1912	...	...	...	...	...	...	50	50
"	... 1913	69	385	78	463	69	532	60	592
Dharmapuri	... 1912	...	...	...	...	...	...	21	21
"	... 1913	59	187	30	217	55	272	53	325
Atur	... 1912	...	...	...	...	...	...	37	37
"	... 1913	39	288	66	354	37	391	57	448
Nanjangode	... 1912	...	...	...	...	...	...	...	...
"	... 1913	18	106	31	137	20	157	18	175
Total	... 1912	476	2,289	570	2,859	584	3,393	529	3,922
"	... 1913	488	2,992	499	3,491	496	3,987	381	4,368

Agencies.	Years.	Jan.	Feb.	Total.	Mar.	Total.	April.	Total.	May.	Total.	June.	Total.
Palghat Circle.												
Erode	... 1912	134	135	269	144	413	224	637	302	939	174	1,113
"	... 1913	145	187	332	262	594	211	805	216	1,021	274	1,295
Dindigul	... 1912	75	90	165	139	304	242	546	289	835	295	1,130
"	... 1913	168	154	322	178	500	263	763	403	1,166	357	1,523
Karur	... 1912	46	67	113	83	196	118	314	96	410	118	528
"	... 1913	64	71	135	61	196	147	343	184	527	87	614
Palghat	... 1912	36	66	102	56	158	62	220	82	302	167	469
"	... 1913	84	90	174	71	245	41	286	105	391	91	482
Tirur	... 1912	...	...	...	...	...	...	...	...	...	...	...
"	... 1913	6	5	11	10	21	closed	21	closed	21	closed	21
Cannanore	... 1912	...	...	...	...	...	...	...	...	...	...	...
"	... 1913	...	2	2	15	17	9	26	10	36	56	92
Total	... 1912	291	358	649	422	1,071	646	1,717	769	2,486	754	3,240
"	... 1913	467	509	976	597	1,573	671	2,244	918	3,162	865	4,027
Grand Total	... 1912	2,943	3,453	6,396	4,314	10,710	7,365	18,075	11,717	29,792	12,546	42,338
"	... 1913	3,491	3,911	7,402	4,837	12,239	9,328	21,567	14,882	36,449	15,063	51,512

Palghat Circle.

Agencies.	Years.	July.	Total.	Aug.	Total.	Sept.	Total.	Oct.	Total.
Erode	1912	202	1,315	173	1,488	274	1,762	241	2,003
"	1913	179	1,474	180	1,654	196	1,850	132	1,982
Dindigul	1912	357	1,487	373	1,860	304	2,164	380	2,544
"	1913	328	1,851	274	2,125	318	2,443	220	2,663
Karur	1912	119	647	198	845	196	1,041	139	1,171
"	1913	103	717	92	809	135	944	124	1,068
Palghat	1912	178	647	173	820	170	991	253	1,243
"	1913	140	622	134	756	101	857	131	988
Tirur	1912	...	...	...	...	...	...	...	...
"	1913	closed	21	closed	21	closed	21	closed	21
Cannanore	1912	...	...	...	...	...	...	...	...
"	1913	19	111	73	184	35	219	37	256
Total	1912	856	4,096	917	5,013	944	5,957	1,004	6,961
"	1913	769	4,796	753	5,549	785	6,334	644	6,978
Grand Total	1912	11,239	53,577	9,954	63,531	10,228	78,754	9,598	83,352
"	1913	11,610	63,122	9,561	72,683	9,228	81,911	6,409	88,320

THE CEYLON LABOUR COMMISSION CASE.

THE FULL JUDGMENT.

The following is the full text of the judgment delivered by His Honour Rao Bahadur Krishnaswamy Row, B.A., B.L., in the Subordinate Judge's Court, Trichinopoly, on Wednesday, October 22nd, in the case of the Ceylon Labour Commission vs. the Manoogmull Jessasingh Sait, a native banker of Trichinopoly and 2, Mr. Norman Rowsell, of Manantoddy, Wynaad.

Judgment.

This is a suit filed on behalf of the Planters' Association, Ceylon, Kandy, by two of the members thereof with permission of the Court—obtained under 1 rule 8 of the Code of Civil Procedure.

The allegations in the plaint are these:—

The 2nd defendant herein Mr. Norman Rowsell was Commissioner appointed by the Planters' Association for the recruitment of labour in and about the Presidency of Madras, and held such appointment from the 20th June, 1904, until the 24th May, 1912. In the course of his office as such Commissioner, he used to receive a large sum of money from time to time for and on behalf of the Association to be utilised and for the purpose of the said office. On or about the 19th September, 1910, the 2nd defendant became indebted in his private character to one V. A. A. R. Sadasivam Pillai, of Trichinopoly, to the extent of Rs. 12,000 or thereabouts, for the repayment of which sum pressure was put upon him. In order to discharge the said liability the 2nd defendant obtained the said amount under and by virtue of an agreement dated 19th September, 1910, entered into between himself and the 1st defendant herein. The said agreement provided that the 2nd defendant should leave with the 1st defendant in current account a fixed sum of Rs. 15,000 against which the 2nd defendant should not draw during the continuance of the dealings; that the 1st defendant should cash the

2nd defendant's cheques on all days so long as there was a balance in favour of the 2nd defendant exclusive of the said fixed sum of Rs. 15,000, and that the 1st defendant should give the 2nd defendant a cash security of Rs. 12,000 carrying interest at 6 per cent. per annum. In accordance with the said agreement an account was opened between the 1st defendant and the 2nd defendant. The 2nd defendant drew Rs. 12,000 from the 1st defendant by means of a cheque and thereby discharged his liability to the said V. A. A. R. Sadasivam. The 1st defendant knew that the current account which was opened in the name of the 2nd defendant was opened by him for and on behalf of the plaintiffs, and that the various sums of money dealt with in such accounts belonged to the plaintiffs. The 1st defendant knew further that the sum of Rs. 12,000 though ostensibly treated as a security was required by the 2nd defendant for his own private use. At the time of the 2nd defendant's

DISMISSAL FROM OFFICE

there was due to the plaintiffs in respect of the current account a sum of Rs. 26,000, of which Rs. 14,000 was accounted for to the plaintiffs, but the 1st defendant has refused to pay over the balance of Rs. 12,000. In order to obtain payment of this sum the 2nd defendant drew a cheque for Rs. 12,000 in favour of Mr. Ryan, the then officiating Ceylon Labour Commissioner on the 24th May, 1912, but the cheque was dishonoured on presentation and was duly noted and protested, the 1st defendant alleging that he had finally closed the account with the 2nd defendant. The 1st defendant had of his own initiative closed the accounts standing in the name of the 2nd defendant by debiting the sum of Rs. 12,000 against the amount standing to credit in the current account. In so doing the 1st defendant was well aware that he was setting off a private debt of the 2nd defendant against the sum of money due to the 2nd defendant as agent for the plaintiffs' Association. In these circumstances the 1st defendant is liable to pay and make good the said sum of Rs. 12,000

with interest at 6 per cent., which sum he well knew to be money held in trust by the 2nd defendant for the Planters' Association.

Plaintiffs, therefore, pray for a declaration that the 1st defendant is liable to pay and make good the said sum of Rs. 12,000 together with Rs. 435 for interest therein and for a decree against the defendants or either of them as may be held liable for the said sum of Rs. 12,435.

The 1st defendant takes the preliminary plea that the plaintiffs are not entitled to institute or maintain this suit under the provisions of order 1 rule 8 of Act V. of 1908 or otherwise even though permission might have been obtained from the Court for the institution of this suit. He contends that the 2nd defendant herein was acting in his own name and transacted business in his own name and that he never transacted any business whatever with his Bank either as agent or employee of the Planters' Association of Ceylon at Kandy or otherwise and all the business that was transacted between the 2nd defendant's bank was all along with the 2nd defendant

ALONE PERSONALLY

and not on behalf of the Planters' Association of Ceylon at Kandy or on behalf of any other body of corporation, estate or firm. He believed that the 2nd defendant had the sole control over the monies deposited by him. The defendant denies knowledge either of the employment of the 2nd defendant by the Planters' Association or of the receipt by him of any sums of money from time to time on behalf of the said Association or of the indebtedness of the 2nd defendant to V. A. A. R. Sadasivam either in his private character or otherwise in the sum of Rs. 12,000. He admits the agreement with the 2nd defendant dated 19th September, 1910, and the dealings between him and the 2nd defendant in accordance with the said agreement. He denies that he was a party to any fraud alleged to have been perpetrated by the 2nd defendant. He states that there was only a sum of Rs. 14,000 belonging to the 2nd defendant on the 24th May, 1912, that he has paid it up and that there is nothing due by him to the 2nd defendant. He denies the allegation that he ever gave any private loan to the 2nd defendant, that all his dealings with the 2nd defendant were in one and the same capacity and that the plaintiffs have no manner of cause of action against him. He further contends that plaintiffs having taken a promissory note for the sum of Rs. 12,000 in question from the 2nd defendant are not entitled to maintain the present suit. He raises also the plea of estoppel as against the plaintiffs inasmuch as they allowed the 2nd defendant to carry on the dealings with the first defendant in his own name as if he was the sole owner and as the sole person entitled to deal as he pleased. The cash security of Rs. 12,000 in question having been given in connection with the same matter in respect of which the deposit of Rs. 15,000 was made and the dealings took place, the 1st defendant is entitled to treat the whole as part and parcel of the same transaction and set off the one against the other. It is alleged that on the 24th May,

1912, the 1st defendant's account was finally closed with the acquiescence of Mr. Ryan, the representative of the plaintiff Association. It is also contended that the suit is bad for misjoinder of parties and of causes of action and for non-joinder of Mr. Ryan the alleged payee of the cheque for Rs. 12,000. The 1st defendant prays that the suit may be dismissed with costs as against his bank.

The 2nd defendant states in his written statement that the sum of Rs. 12,000 in question was

ENTIRELY A PRIVATE TRANSACTION

between him and the 1st defendant, that the 1st defendant merely accommodated him with a loan of Rs. 12,000 as a matter of favour; that the plaintiffs took a promissory note from him on the 13th May, thereby acknowledging that the Rs. 12,000 had been and was recognised as a private loan and that in these circumstances plaintiffs are not entitled to any relief as against him. The statement of the 2nd defendant was so meagre that he was asked to put in a fuller statement dealing with the item of Rs. 12,000 in question. In his additional statement the 2nd defendant explains that in 1909 he had incurred losses to the extent of Rs. 12,000, that in order to make good this sum he took a loan in his private capacity from V. A. A. R. Sadasivam, and that in order to pay off Sadasivam Pillai in 1910 he took the loan of Rs. 12,000 in question from the 1st defendant. He further maintains that Mr. Bliss recognised that the transaction as regards this account was a pure and simple loan transaction as between the 2nd defendant and the 1st defendant, and that Mr. Bliss asked him to execute a pro-note for the said sum, and that he did so on the 13th May.

As there was no reference to this pro-note of Rs. 12,000 in the plaint the plaintiffs were asked to put in a statement explaining their position in regard to it. On 3rd April, 1913, the plaintiffs put in a statement in which they say as follows:—"The plaintiffs did take a pro-note for Rs. 12,000 as well as pro-notes for other amounts to be accounted for as a tentative measure on Mr. Rowsell's assurance that he would later on explain how and where these amounts had been invested. The plaintiffs sue on the original cause of action both the Sait and Mr. Rowsell; the pro-note for Rs. 12,000 could not in law and was not intended to discharge that liability."

SETTLEMENT OF ISSUE.

Before the settlement of issues the 1st defendant was examined by the Court, and he admitted that 2nd defendant was carrying on the business of recruiting coolies and sending them to Kandy, and stated that for the first time on the 12th May, 1912, he became aware of the fact that 2nd defendant was only an agent for others:—

The following issues are recorded:—

I. Does the plaint disclose any cause of action against the 1st defendant or the 2nd defendant?

II. Whether the 2nd defendant dealt with the 1st defendant in his private capacity, or in the capacity of agent for the Ceylon Planters' Association?

III. Whether the 2nd defendant received the sum of Rs. 12,000 from the defendant on 19th September, 1910, as a private loan or on behalf and for the business of the Association?

IV. Are plaintiffs entitled to maintain this suit against the 1st defendant for the recovery of the plaint amount?

V. Whether the Association obtained the promissory note for Rs. 12,000 from 2nd defendant in May, 1912, as a tentative measure or whether it operated as a novation? Whether the cheque for the said amount having been dishonoured, plaintiffs are competent to maintain this suit upon their original cause of action?

VI. Whether the cheque for Rs. 14,000 drawn by 2nd defendant against 1st defendant in favour of Mr. Charles Ryan and honoured by the 1st defendant was a full and final adjustment of all accounts between 1st defendant and 2nd defendant.

VII. Or whether upon a true and proper state of the accounts there is still remaining with the 1st defendant any money for which the Association can hold him liable?

VIII. To what decree are plaintiffs entitled?

On the date of the trial of the suit, 1st defendant's counsel applied for certain issues upon the pleadings already on record and the plaintiff's counsel also wanted an issue as to whether 1st defendant was competent to raise the new issues. The following additional issues were, therefore, recorded:—

IX. Whether the plaintiffs Association not being incorporated is or is not entitled to sue?

X. Whether the plaintiffs are entitled to sue on behalf of the numerous members of the Planters' Association with permission under order 1 Rule 8 Civil Procedure Code?

XI. Whether 1st defendant is competent to raise and issue as to whether the said Ceylon Planters' Association is an illegal Association?

It may be mentioned at the outset that the 1st defendant referred to in the deposition and in the judgment is not the 1st defendant but is the local agent and partner of the 1st defendant.

The plaintiffs are members of an Association called the Planters' Association Ceylon. Mr. Bliss (P.W.) was Chairman of the Association in 1912. He is still a member of the Committee of the Association and has been connected with it since 1889. He explains that it is an Association of owners of estates and superintendents to

PROMOTE THE INTERESTS

of the planting community. The Association have got a Committee called the Coast Agency Committee for the purpose of controlling the supply of Tamil labour from Southern India to Ceylon. For the common purposes of the Association funds are raised by a voluntary cess according to the acreage of each planter. The monies so collected are sent by the Secretary of the Association to the Commissioner at Trichinopoly who is the head of the office titled, "The Ceylon Labour Commission, Trichinopoly." Each member of the Association pays money into the

Madras Bank at Colombo for his individual requirements in regard to recruitment of labour in his estate and the account is then transferred from the Bank at Colombo to the Bank at Madras. The Bank would give a separate receipt to each individual depositor and credit the amount into the account of the Ceylon Labour Commission. In mentioning the name of each individual depositor opposite to each item an intimation of it would be sent to the Commissioner at Trichinopoly. The account in the Bank would stand as one consolidated account for all monies paid by the individual planters. There are thus

TWO ACCOUNTS

kept with the Bank of Madras, No. 1 account relating to the common working expenses of the Association and No. 11 account relating to the deposits of individual planters and described as emigration account.

It is admitted that prior to 13th May, 1912, both the accounts Nos. 1 and 2 stood in the name of 2nd defendant, and the accounts were known Mr. Norman Rowsell No. 1 account and Norman Rowsell No. 2 account. It is also admitted that Mr. Norman Rowsell (the 2nd defendant) was entitled to operate on both the accounts and was as a matter of fact doing so. Exhibit III. is a certified copy of the No. 1 account standing in the name of Norman Rowsell with the Bank of Madras and Exhibit J series are the pass-books of the Madras Bank in connection with No. 2 account.

Whenever required each planter would draw a cheque in what is called the A. Form in favour of the person to whom he has to make payment and that person would present the pay order to the Commissioner at Trichinopoly and the latter would have to draw from the No. 2 account in the Bank and pay that amount. Exhibit U is a sample of the A form. Each planter would keep books of A Form like U and would issue the same in triplicate, one of them would be kept by the Superintendent of the estate, another will be sent to the Ceylon Labour Commission Office at Trichinopoly and the third would be handed over to the kangany or cooly to whom the payment is to be made. It will be obvious that whereas all monies are deposited with the Bank at Madras, pay orders issued by planters have to be complied with by the 2nd defendant at Trichinopoly. Mr. Bliss describes the Commissioner at Trichinopoly as, in effect, a bank for each individual planter though he has himself to bank with the Bank of Madras. Of course, the Commissioner is not a banker in the sense that he can deal with the monies according to his pleasure, but his position would be that of an agent and his function was to carry out the orders of his principals. The Commissioner would in these circumstances stand in need of a local banker upon whom he could issue orders for payment or draw monies from time to time according to exigencies. The Commissioner could not very well find it convenient to deal with the Bank of Madras in respect of his daily transactions in Trichinopoly. In order to meet this demand he found it necessary to bank with a local banker.

Sadasivam Pillai (P.U. 7) the agent of V. A. A. R. Arunachallam Chetty was the 1st local banker with whom 2nd defendant opened dealings. Although the Chetty was asked to open the account in the name of the Ceylon Labour Commission he opened the account in the name of Mr. Rowsell only. The account books of this Chetty are filed as Exhibit Y. Z, XXIII and XXIV and all of them stand in the name of Mr. Norman Rowsell. At the commencement of the dealing 2nd defendant deposited Rs. 15,000 with the firm and took on time later, the 2nd defendant wrote to V. A. A. R. the security of it a loan of Rs. 12,000. Some bankers to transfer the sum of Rs. 15,000 at deposit to the credit of current account and to close the former account and distinctly told them that the account should be opened in his name as Norman Rowsell (vide Ex. XXII.) The deposit receipt for Rs. 15,000 was accordingly cancelled as the amount was transferred to current account (vide Ex. A.A.) In September, 1910, the V. A. A. R. bankers pressed upon the 2nd defendant for repayment of the loan of Rs. 12,000 and thereupon the 2nd defendant wrote to the bankers to settle his account with them and to refund the sum of Rs. 36,000 which stood to his credit (vide P.W. 7 and Exhibit W.) The accounts was closed accordingly. The important point to note in connection with 2nd defendant's dealings with V. A. A. R. is that although there was a loan on the one hand and a deposit and a current account on the other hand the two accounts were treated as accounts of the 2nd defendant, the one being liable to be set off against the other.

THE AGREEMENT.

As the 2nd defendant had to close his accounts with V. A. A. R. bankers on account of their pressure for payment of the Rs. 12,000, his head clerk, Swaminadha Pillai, arranged to open banking business with the 1st defendant's bank of Trichinopoly. There was a preliminary negotiation by Swaminadha Pillai with 1st defendant and eventually the terms were embodied in the agreement Exhibit A executed by 2nd defendant in favour of 1st defendant on 19th September, 1910. As this is an important document it may be set forth in extenso. "I am willing to have dealings with you under the following terms:—(1) I will deposit with you a sum of Rs. 15,000 and you will have in return to give me a cash security of Rs. 12,000 on which I will allow you 6 per cent. per annum, (2) I undertake to keep always the fixed sum of Rs. 15,000 apart from funds I may place to meet current demands, (3) in consideration of your cashing my cheques on all days funds placed to the credit of my account will bear no interest, (4) I will not overdraw my account, (5) the interest due on your security, that is Rs. 12,000, will be paid to you every month.

According to the agreement a permanent fixed deposit of Rs. 15,000 free of interest should be left by the 2nd defendant with the 1st defendant. This sum should never be drawn against except when the account is closed finally. In addition to the said sum of Rs. 15,000 the 2nd defend-

ant should place funds to the credit of his current account against which he could draw on all days. A sum of Rs. 12,000 is to be given by the 1st defendant to the 2nd defendant by way of what is called a cash security, and the said sum of Rs. 12,000 should carry interest at 6 per cent. per annum. In other words the 1st defendant would have a fixed deposit of Rs. 15,000 at his disposal free of interest and the 2nd defendant would get Rs. 12,000 and pay interest thereon at 6 per cent. per annum. In accordance with this agreement and on the same date the 2nd defendant issued two cheques for Rs. 15,000 each, one being a deposit as per terms of the agreement against which he could not draw and the other being the opening item of the current account upon which the 2nd defendant could operate (vide Exhibit C). Likewise on the same date 1st defendant issued a cheque for Rs. 12,000 in favour of the 2nd defendant and the latter accepted it as security as per terms of the agreement (vide Exhibit B and D). The 2nd defendant paid the amount of Rs. 12,000 covered by the cheque Exhibit D into his No. 2 account with the Bank of Madras and on the same date issued a cheque to the previous banker Sadasivam Pillai for the sum of Rs. 12,000 on the Bank of Madras No. 2 account (vide Exhibit E).

From after the 19th September, 1910, the 2nd defendant had his dealings with the 1st defendant in accordance with the terms of the agreement embodied in Exhibit A. One of the conditions it will be remembered was that 2nd defendant should not draw against the fixed deposit of Rs. 15,000 or in other words should always leave with the 1st defendant a minimum balance of Rs. 15,000, but about the end of December, 1911, when the Madras Bank was closed, the 2nd defendant wanted an overdraft and the 1st defendant would not allow it unless interest was paid on the sum overdrawn. The 2nd defendant agreed to it and as soon as the Madras Bank was opened he repaid the overdraft amount together with interest on it. This overdraft is mentioned in the Pass-Book Exhibit XVI. Exhibit XVII. is a letter written by the 2nd defendant on 2nd January, 1912, advising despatch of the cheque for Rs. 8,000 and odd to cover the overdraft amount together with interest on it (vide Exhibit XVII). The only importance of this incident is that the terms of the agreement were rigidly adhered to by the 1st defendant. Nothing of importance transpired until April, 1912, when owing to some difference between the 1st defendant and the 2nd defendant the latter wrote to the former to pay up the balance of Rs. 7,000 and

TO CLOSE THE ACCOUNT FINALLY

(vide Exhibit IV). The 2nd defendant further wrote to the 1st defendant that he would deliver a cheque in payment of interest and return 1st defendant's deposit memo and take back his own deposit receipt (vide Exhibit V). On the following day the 1st defendant wrote to say that he was prepared to return the sum of Rs. 7,000 claimed by the 2nd defendant. The letter proceeds to say:—"On receipt of the document I will return duly cancelled your agreement and deposit receipt for Rs. 12,000. Kindly

also return to me cancelled my deposit receipt for Rs. 15,000" (vide Exhibit VI). Exhibit VII. shows that 1st defendant remitted Rs. 12,000 through peon Kadir Hussain Sahib and that he was ready to pay the balance of Rs. 3,000 (vide Exhibit VII). The sum of Rs. 7,000 claimed by 2nd defendant as due from 1st defendant was arrived at after setting off the sum of Rs. 12,000 from the current account balance. The 2nd defendant admits in his deposition that 1st defendant was entitled to the said deduction of Rs. 12,000 and was entitled to a settlement in the footing of such deduction or set-off. He was prepared to close the account finally with 1st defendant on payment by him of the Rs. 7,000 and to take back Exhibit B and to return Exhibit B to 1st defendant. However defendants appear to have made up their differences and the dealings were continued as before.

MR. BLISS' VISIT.

Shortly afterwards the Chairman of the Planters' Association appears to have received a warning that the administration of the 2nd defendant required

IMMEDIATE INSPECTION AND SCRUTINY.

Mr. Bliss arrived at Trichinopoly on the evening of the 2th May, 1912, and investigated matters. Messrs. Ryan and Armstrong came along with him to help him in his investigations. Mr. Bliss had no opportunity of consulting his Committee but took the advice of some of the leading members and decided that it was his duty to go over and investigate and act as he thought best. On the 13th day he had a private discussion with the 2nd defendant in connection with the affairs of the Commission. He came to know of the agreement between the 1st defendant and the 2nd defendant, and the 2nd defendant produced an office copy of the agreement after some hesitation. The 2nd defendant told him that this sum of Rs. 12,000 was a private loan of his from the 1st defendant, that he was answerable in respect of it to the 1st defendant, and that he had to take the loan to meet certain losses which he had incurred through carelessness and through defalcation in the office. Mr. Bliss, of course, could not come to a conclusion as to the real nature of the transaction and did not accept what the 2nd defendant had said but merely heard what was told to him and reserved his opinion about it. However, having come for the purpose of investigation he wanted to secure some vouchers in connection with this and certain other items which 2nd defendant

HAD EVIDENTLY MISAPPROPRIATED.

He took from him the memorandum Exhibit T which runs thus:—"The loan of Rs. 12,000 obtained from the bankers fungumall Jessa Singh Sait, the deposit accounts with the agents for Rs. 19,950 together with the money obtained from the feeding house account have been, I much regret to say, irregularly done. I will endeavour to settle the bank loan and deposit account amount by the end of May; but I must ask for a little more indulgence if I cannot do so by that date. I quite understand now that I have not been acting properly and I am very sorry for it."

This is a confession obtained by Mr. Bliss from the 2nd defendant in regard to the sums of money which he had misappropriated. There are three items referred to in this document, the first is the sum Rs. 12,000 in question in this suit, the second is a sum of Rs. 19,950 which is not in suit but which represents the amounts of cash securities (Exhibits S series) given by the various employees of the Commission and left with the 2nd defendant, and the third item represents the profits made by the 2nd defendant by debiting a larger rate for meal per cooly than what was actually spent. Mr. Bliss obtained also from 2nd defendant on the same date two promissory notes, Exhibits Q and R, for Rs. 19,950 and Rs. 12,000 respectively, in respect of the 1st two items. Before obtaining these promissory notes Mr. Bliss had sent for 1st defendant. Under instructions from Mr. Bliss the 2nd defendant wrote Exhibit XIII. requesting 1st defendant to come over with the agreement and the Pass-Book. The 1st defendant accordingly came over. Mr. Bliss says that he asked 1st defendant what the balance was with him and the 1st defendant said that the balance was about Rs. 14,000. Mr. Bliss noted that there was a difference of Rs. 12,000 between the 1st defendant's accounts and the accounts of the Commission and that the difference arose in connection with the cash security amount of Rs. 12,000 referred to in the agreement Exhibit A and that it was not probable that the 1st defendant would pay the said sum of Rs. 12,000 without suit and therefore he did not consider it worth his while to question the 1st defendant about the real character of the transaction of Rs. 12,000.

Mr. Bliss took steps the very same day to prevent in future the possibility of the 2nd defendant

APPROPRIATING FOR HIS OWN PURPOSE

the monies belonging to the Association and wrote to the Madras Bank and had the name of the account changed. On this matter Mr. Bliss deposes as follows:—"Prior to 13th May, 1912, Nos. 1 and 2 accounts stood in the name of 2nd defendant. They were called Norman Rowsell No. 1 account and Norman Rowsell No. 2 account. Then I wrote to the Bank and had the name of the account changed. Exhibit X is the letter I wrote to the Bank about this matter. For the balance standing in the name of the 2nd defendant he gave two cheques, one for No. 1 account and the other for No. 2 account. They were blank cheques. I wrote to the Bank to fill in the amount and to open new accounts under the designation I gave. The designation given was Planters' Association of Ceylon Labour Agency No. 1 account and ditto No. 2 account (vide Exhibits X and XI).

The result of the investigation of the 13th May, 1912, was that Mr. Bliss found out misappropriation by 2nd defendant, changed the heading of the accounts of the Madras Bank to prevent recurrence of such misappropriation and, so far as the item of Rs. 12,000 now in question is concerned, he was unable in the light of the agreement shown to him to decide the respective liabilities of the

1st and 2nd defendants. To use his own language he was
NOT SURE OF THE LEGAL POSITION.

He took a promissory note from the 2nd defendant for the amount in question with a view to take finally the decision of his Committee in respect of it and to take such steps as may be necessary thereafter if so advised to recover the sum of Rs. 12,000 from the 1st defendant as well.

Before Mr. Bliss left Trichinopoly he had requested the 1st defendant to send him a copy of the agreement. Exhibit XXVII. was the Visiting Card of Mr. Bliss with his address written thereon, and 1st defendant says he got it from Mr. Bliss himself to enable him to send on the agreement to proper address. On the 14th May the 1st defendant wrote Exhibit XII. to Mr. Bliss advising despatch of the copy of agreement and also a copy of the deposit receipt in respect of the Rs. 12,000. The following passage in this letter is important:—"It must clearly be understood that unless Mr. Norman Rowsell himself disowns his rights directly to us we

CANNOT RECOGNISE ANYBODY ELSE

and cannot but honour his cheque so long as the balance in his name is with us." On the same date 1st defendant wrote Exhibit XIV to 2nd defendant enclosing therewith a copy of Exhibit XII. Prior to his departure from Trichinopoly Mr. Bliss seems to have ordered that all cheques issued by 2nd defendant upon 1st defendant bank shall thereafter be countersigned by Mr. Ferguson. In regard to this, 1st defendant made it clear in Exhibit XII. as well as in Exhibit XIV. that he was not concerned as to whether these cheques were countersigned or not and that he was prepared to honour all cheques bearing 2nd defendant's signature so long as there was any balance with the Bank in his favour. In reply to Exhibit XIV. the 2nd defendant requested the 1st defendant to send him a copy of the deposit receipt and a copy of the agreement (vide Exhibit XV).

About a week later Mr. Ryan took charge of the Labour Commission office and on the same day took two cheques from the 2nd defendant, one for Rs. 12,000 and the other for Rs. 14,000. (Vide Exhibits L and XVIII). According to balance against the 1st defendant's bank was Rs. 26,000, but according to the account of the 1st defendant after setting off the Rs. 12,000 in question the balance was Rs. 14,000 only. Messrs. Ryan and Armstrong felt evidently doubtful that if a single cheque was presented for Rs. 26,000 it would be dishonoured by the 1st defendant and in order to secure the undisputed item of Rs. 14,000 and then to take steps if necessary in regard to the disputed item of Rs. 12,000, they took two cheques from the 2nd defendant. Messrs. Ryan and Armstrong presented the cheque for Rs. 14,000 in person at the 1st defendant's bank in Court on 24th and 25th May. 1st defendant was not in town on that date as would appear from the telegram Exhibit XXVIII and from his evidence. His brother claimed a sum of Rs. 70 as due for interest on the Rs. 12,000 and unless that sum was either paid or was

deducted from the cheque amount he would make no payment. In consequence of this dispute the parties came up to the office of the Labour Commission and the 2nd defendant was sent for: and it was after the 2nd defendant paid the sum of Rs. 70 that the cheque for Rs. 14,000 was honoured.

MR. ROWSELL'S BELIEF.

After the return of the 1st defendant from Madras and as soon as he heard of the payment of Rs. 14,000 he issued a notice to 2nd defendant informing him that his account had been closed (vide Exhibit XIX). Exhibits XIX A and XX show the acknowledgment of the receipt of the notice by the 2nd defendant. It was after this notice that the cheque Exhibit L for Rs. 12,000 was presented to 1st defendant and dishonoured by him. Notice of dishonour was given by Mr. Canapathy Iyer on behalf of Mr. Ryan to the 2nd defendant under Exhibit VIII on 1st June, 1912. To this notice of dishonour the 2nd defendant replied under Exhibit IX dated 6th June, 1912, that the claim of the Association as against him was settled by the execution of the promissory note for Rs. 12,000 on 13th May, 1912 and that the dishonoured cheque had been issued by him at the request of Mr. Ryan "in the belief that the 1st defendant would honour it by treating as he should have done the amount of Rs. 12,000 drawn by me to meet a private loan and on which I paid interest." He also requested that the cheque may be returned to him as Mr. Bliss already taken a promissory note from him for the amount.

FACTS ADMIT OF SIMPLE SOLUTION.

Although it has taken long to state the facts of the case the actual points for decision are simple and admit in my opinion, of easy solution. The first question for determination is whether upon the facts stated above the plaintiffs are entitled to a decree against the 1st defendant. The plaintiffs' claim as against the 1st defendant is founded upon the allegation that the 1st defendant was aware that the current account opened in the name of the 2nd defendant was for and on behalf of the plaintiffs, that the various sums dealt with therein belong to the plaintiffs and that the sum of Rs. 12,000 though ostensibly treated as security was required by the 2nd defendant for his own private use. In other words, the contention is that the 1st defendant was aware that he was dealing with the 2nd defendant in two different capacities, that is in his private capacity in regard to the sum of Rs. 12,000 and as agent of the plaintiffs in regard to the current account.

THE QUESTION OF KNOWLEDGE.

It is therefore necessary to see in the first place whether the 1st defendant had knowledge of the connection of the 2nd defendant with the plaintiffs' Association or had knowledge of his powers and duties as an agent of the said Association or had knowledge of the fact that the Rs. 12,000 was taken by the 2nd defendant in his private capacity and as a private debt and that the other sums were dealt with by him on behalf of the plaintiffs. There

no direct evidence that the 1st defendant had cognisance of the existence of the Association or of 2nd defendant's connection with the said Association. The manner in which all the transactions between the two defendants took place and the manner in which the accounts have been maintained do not establish that the 2nd defendant dealt with the 1st defendant in two different capacities. On the other hand they tend to establish the opposite.

It is worthy of note that as soon as the 2nd defendant got the cheque for Rs. 12,000 from the 1st defendant he did not put the money into his own private account No. 11 with the Madras Bank, but put it into the No. 11 Emigration account with the Bank of Madras and thereby mixed it up with the monies of the Planters' Association. And it was out of the said Emigration No. 1 account that 2nd defendant paid the previous banker Jadasivam by means of a cheque. Exs. N.N.O.P. and I are the account books of the Ceylon Labour Commission maintained by the 2nd defendant in his office. The entries Exs. 1A and 11 show that the sum of Rs. 12,000 was entered in the account books of the Commission, but shown under the heading of what is called Exchange Suspense account. Mr. Armstrong, the Chartered Accountant, wears as an expert witness that so far as the entries Exs. A and 11 in regard to this sum of Rs. 12,000 go, the transactions might be or might not be connected with the Labour Commission business and that it might be either way (P. W. 3.) The 1st defendant's account books are Exs. XXV & XXVI. They show that 1st defendant has opened three ledger accounts against the 2nd defendant, one in regard to the deposit of Rs. 15,000, which was to be the irreducible minimum of the current account, another in regard to the deposit of Rs. 12,000 with the 2nd defendant which was to carry interest at 6 per cent. and the third account is the current account upon which the 2nd defendant is to operate. The account relating to the deposit of Rs. 15,000 and the account relating to the deposit of Rs. 12,000 are shown side by side in the name of the 2nd defendant. The current account is also in the name of the 2nd defendant. Exs. F series are the payment orders issued by the 2nd defendant on the 1st defendant. The pass books Exs. G series and XVI are headed "Norman Rowsell, Esq., in account with Messrs. Mungoomull Jessa Singh Sait, Bankers, Trichinopoly." These relate to the current account between the two defendants' account. Ex. H. is the pass-book relating to the sum of Rs. 12,000. It is headed "Messrs. Mungoomull Jessa Singh Sait, Bankers, in account with Norman Rowsell, Esq., Cantonment, Trichinopoly." Ex. K series are letters written by the 1st defendant advising despatch of pass-books to the 2nd defendant. They are all addressed to Norman Rowsell, Esq., Trichinopoly. There is nothing in any of these documents to show that the 2nd defendant dealt with the 1st defendant in the character of

AN AGENT FOR THE ASSOCIATION.

The 2nd defendant's dealings with the Madras Bank were likewise in his individual capacity. Ex. J series are the

pass-books of the 2nd defendant with the Bank of Madras. Exs. XXI series are cheques issued by the 2nd defendant in favour of the 1st defendant upon the Madras Bank, and the signatures in these cheques are those of Norman Rowsell with the footnote added No. 11 account. It is only in No. 1 account that we find the expression Ceylon Labour Commission added to "Norman Rowsell No. 1 in account current with the Bank of Madras." Even in regard to this account it was Norman Rowsell that operated as Norman Rowsell.

A STRONG PIECE OF EVIDENCE.

If we next look into the conduct of the parties I think it only confirms this conclusion. The fact that the item of Rs. 12,000 forms part and parcel of the same arrangement under which the current account was opened is a strong piece of evidence that the said item was not treated as on a different footing from the rest of the account. Although the item of Rs. 12,000 was opened under a separate account it was nevertheless an account between the same parties and in the same character or capacity as the rest of the account opened under the said agreement. That this was the way in which the parties to the agreement understood the matter is clear from what transpired in April, 1912, when the 2nd defendant was prepared to close his account finally with the 1st defendant on payment of Rs. 7,000, which was arrived at by deducting the Rs. 12,000 from the current account balance. In fact the 2nd defendant admits in his deposition that 1st defendant was entitled to the said deduction and was entitled to a settlement on the footing of such deduction. When Mr. Bliss came up for investigation the 1st defendant maintained that the balance in his hands was only Rs. 14,000, and not Rs. 26,000, and that he was entitled to set off Rs. 12,000 from the current account balance. And again when on the 24th or the 25th May the cheque for Rs. 14,000 was presented at the 1st defendant's bank the 1st defendant's brother insisted on payment of Rs. 70 which was due for interest on the Rs. 12,000, and declined to honour the cheques except on payment of the said amount of interest. It was on payment of interest by 2nd defendant on that day that the cheque for Rs. 14,000 was honoured. It is also important to note that as soon as the 1st defendant returned from Madras about the 28th May, after hearing about the payment of Rs. 14,000 he immediately gave notice that the account was closed and that there was no outstanding balance when finally the Rs. 12,000 cheque was presented the 1st defendant dishonoured it and said that nothing was due by him. The conduct of the 1st defendant has thus been throughout consistent, and he declined to recognise the authority of the plaintiffs' Association or of any member of it in regard to any of the transactions between him and the 2nd defendant. As a banker it was his duty to

RECOGNISE ONLY HIS CUSTOMER

and to honour his cheques. It is not for him to investigate the source from which his customer gets his monies.

No doubt the 2nd defendant at the time of the investigation by Mr. Bliss, urged that this transaction of Rs. 12,000 was a private loan given to him by 1st defendant as a matter of favour. Mr. Bliss, of course, was not prepared to accept the statement of the 2nd defendant, but he merely heard what was told to him and reserved his opinion about it. In the fact of the agreement Ex A he could not as a layman come to any conclusion upon the respective liabilities of the two defendants. It is easily explainable why 2nd defendant should have maintained in May, 1912, that this was a private loan. But for such an explanation he would be

LIABLE TO PROSECUTION FOR CRIMINAL MISAPPROPRIATION of the funds of the Association. In order to escape the unpleasant consequences of his action he had to say that it was a private loan. It must be noted in this connection that the expression "Private loan" appears for the 1st time in his memorandum Ex. T dated 13th May, 1912. In all the previous correspondence the word "loan" does not appear, nor the expression "private loan." Ex. V. shows that in April, 1912, he did not treat the item of Rs. 12,000 as a private account distinct from the current account. The use of the expression "private loan" for the first time in May, 1912, must be clearly an afterthought. The word "private" suggests that 2nd defendant dealt with the 1st defendant in two different capacities. This suggestion is not borne out by the account books or by the pass-books or by the cheque or by the agreement Ex. A. The conduct of the defendant in April, 1912, as borne out by Exs. IV. to VII. is of greater weight than the explanation given by him in May, 1912.

NOTHING TO PUT BANKER ON NOTICE.

It seems to me clear from the conduct of the two defendants as well as from the documentary evidence that the 1st defendant knew only Mr. Norman Rowsell, that he dealt with him as Norman Rowsell whether in regard to this item of Rs. 12,000 or in regard to the other transactions and that he never recognised any other person or body of persons to have any control in respect of any of these dealings. There is nothing in any of the documents with which 1st defendant had any manner of connection to put the 1st defendant on notice or knowledge as to the real position of the 2nd defendant with reference to the Planters' Association of Ceylon. Even if any of these documents could possibly be supposed to suggest an inference of agency there can be no doubt in my opinion that 1st defendant dealt with the 2nd defendant in only one capacity, that is, in his personal capacity as Norman Rowsell. Even the Madras Bank appears to have dealt with him in like manner until May, 1912, when the name of the account was changed.

THE SAIT'S PROFITS.

The plaintiffs' counsel, however, makes a strong point of the use of the expression cash security in the agreement Ex. A and infers therefrom that the parties deliberately

intended by that expression to conceal the real nature of the transaction. He urges that instead of a fixed deposit of Rs. 15,000 with the 1st defendant and a cash security of Rs. 12,000 with the 2nd defendant the transaction could very well have been arranged so as to leave with the 1st defendant a balance of Rs. 3,000 as a fixed deposit. This no doubt seems to me plausible but the effect of it would be to leave with the 1st defendant a balance of only Rs. 3,000 on which he could make any profit for all the trouble involved in cashing 2nd defendant's cheques on all days. On a reference to the pass book it will be seen that the transactions were of very considerable extent and that the 1st defendant was to be in readiness on all days to meet all calls from the 2nd defendant for payment. We have it in the evidence of the 1st defendant that the usual discount that bankers charge for discounting cheques would vary from 3 annas to 8 annas per cent. If the 1st defendant had discounted 2nd defendant's cheques in the usual manner at the said rate he would have made a profit of about Rs. 200 per mensem. On the other hand he agreed to cash cheques without discount and it is certainly not probable that he would have agreed to do so merely for the matter of getting free of interest a sum of Rs. 3,000 upon which he could at the most make about Rs. 30 or Rs. 35 per mensem. The 1st defendant therefore wanted something more than that and it is not unlikely therefore that he wanted a permanent deposit of Rs. 15,000 and that he was prepared to pay out of it Rs. 12,000 with interest at 6 per cent. and to earn a profit on the balance of Rs. 3,000. In fact, the arrangements made in Ex. A would fetch him an income of about Rs. 100 per mensem. It would be a fair and reasonable compensation for cashing cheques of the 2nd defendant as required by him. If the 1st defendant had all the Rs. 15,000 with him he could certainly make more than that. But he was prepared to allow the 2nd defendant have Rs. 12,000 out of it at 6 per cent.

RS. 12,000 NOT A PRIVATE LOAN.

1st defendant explains that this sum of Rs. 12,000 was taken from him in order to ensure punctual payment by him and as a guarantee for dealing properly with the 2nd defendant. 1st defendant's counsel puts it, I should think somewhat ingeniously, that the real object was that this sum of Rs. 12,000 was regarded as a kind of reserve against which the 2nd defendant could draw in an emergency should there happen to be any unexpected default on the part of the 1st defendant. The 2nd defendant on the other hand swears that he understood the expression cash security to mean a loan. There has been of course much discussion in the case as to what exactly was meant by cash security in Ex. A. The expression cash security is no doubt inappropriate, and whatever may be the reason which suggested the use of it I cannot say that this item was treated as a private loan of the 2nd defendant as is now contended by him. In fact, it is impossible to believe that there could have been any such private loan. In the first place, as I have already remarked, the use of the word private suggests inference of 2nd

defendant acting in two different capacities which are not borne out by the record. Secondly, I decline to believe that 1st defendant who is a shrewd money-lender would have given a private loan of Rs. 12,000 on the personal security of Mr. Norman Rowsell merely in consideration of deriving some small monthly profit out of the current account business which could be closed at any time at the pleasure of either of them. Thirdly, there is no document taken by the 1st defendant to evidence the loan of Rs. 12,000. Fourthly, I do not think that if 2nd defendant really acted in two different capacities, and that if he wanted the loan of Rs. 12,000 in his private capacity to pay off Sadasivam, he would have disclosed the real situation to the 1st defendant, for, if only he had done so, the 1st defendant would certainly have declined to open any account with him. And lastly, the fact that this sum forms part and parcel of the same agreement under which the current account was opened shows that all the transactions covered by the said agreement were intended to be treated as standing on the same footing and as liable to be taken into account in the final adjustment of the dealings.

WHAT TWO PEOPLE EVOLVED.

It is possible, however, that the 2nd defendant wanted the Rs. 12,000 as a separate loan (as distinguished from a private loan) and yet did not want that the 1st defendant should know of the purpose for which it was wanted. There was pressure at the time from Sadasivam Pillai for payment of the Rs. 12,000 and the 2nd defendant had to find the money somehow. He and his head-clerk Swaminatha Pillai seemed to have put their heads together and evolved this idea of demanding a cash security of Rs. 12,000 from the 1st defendant. The agreement Ex. A must have been drafted by the 2nd defendant and his head-clerk though 2nd defendant now pretends ignorance of its drafting. The 1st defendant explains that this was his first attempt at having current account dealings and that his usual business is money-lending for interest. He is ignorant of the English language and it is not unlikely that he was made to believe that this sum of Rs. 12,000 would be treated as cash security in respect of the current account dealings and that a separate account should be maintained in respect of it. As the sum of Rs. 12,000 carried interest, it must necessarily be kept as a separate account, but it should be remembered that it stands in the name of the same person as the rest of the accounts.

Looking to the transactions between the 2nd defendant and his previous banker Sadasivam, it would seem that 2nd defendant was able to get Rs. 12,000 as a loan on the security of the fixed deposit of Rs. 15,000. He could have dealt with the 1st defendant in the same way and could perhaps have raised a loan from him on the same conditions. But 2nd defendant's experience with Sadasivam showed that if he took the Rs. 12,000 as a loan the amount could be called in at any moment at the pleasure of the banker, and to avoid such a contingency the 2nd defendant and his head clerk seem to have devised the plan of

getting the Rs. 12,000 by way of what is called a "cash security" instead of as a "loan." The transaction of Rs. 12,000 appears to me to be therefore a loan in the sense that it carried interest and was placed under a separate account. It was a security in the sense that it could not be called in at the pleasure of the banker nor at any time during the continuance of the current account dealings. In this manner they seem to have achieved the real purpose in view, namely to get the Rs. 12,000 and yet at the same time to prevent any demand being made for its repayment during the continuance of the current account dealings. The question as to the exact meaning of the expression "cash security" is not therefore of much consequence, and whatever was meant by it, if, as I find, the 2nd defendant filled the same capacity in respect of this transactions as in regard to other dealings, 1st defendant would certainly be entitled to set off the sum Rs. 12,000 against the current account balance.

WHAT DOES "COMMISSION" MEAN?

Another circumstance upon which the plaintiffs' counsel strongly relied is that the 2nd defendant had a board put up at the office, and had belted peons wearing particular badges and that some of the letters bore the impress of a particular seal and that these facts ought to have put the 1st defendant on notice or knowledge of the existence of the Association and of the 2nd defendant's connection with the said Association. I do not think there is anything in any of these circumstances to indicate the existence of an Association or of 2nd defendant's agency. I am not satisfied upon the evidence that on the date of Ex. A the 1st defendant was aware of the name of Ceylon Labour Commission given to the office of the 2nd defendant. The word "Commission" may perhaps imply an agency, but I cannot say that it is a word which will suggest to an Indian Banker who is ignorant of the English language the idea of agency. In this connection it will be important to note that the previous banker Sadasivam, had thought about the position of the 2nd defendant. Sadasivam swears that although he was asked to open the account in the name of the Ceylon Labour Commission, he opened it in the name of the 2nd defendant because he thought that the business carried on by the 2nd defendant was his own business and that it was all the same whether he opened it in the name of the 2nd defendant or in the name of the Commission. The position of the 1st defendant in this case stands on a better footing than that. He was never asked to open the account in the name of the Ceylon Labour Commission and the pay orders Exs. F1. F2. F3. F4. which alone bear the seal of the Labour Commission were all issued by 2nd defendant in April, 1911, long after the date of the Agreement Ex. A. The 1st defendant admits that 2nd defendant was carrying on the business of recruiting coolies, but there is nothing in this to suggest necessarily the idea of agency. I am not prepared in these circumstances to believe or to hold that on the date of Ex. A. 1st defendant was aware that 2nd defendant was the Agent of the Ceylon Labour Commission or that he acted as such agent with respect to the plaint dealings. Nor is there any evidence except the

INTERESTED AND OBVIOUSLY UNRELIABLE STATEMENT of the 2nd defendant made in May, 1912, to establish that the sum of Rs. 12,000 was taken by the 2nd defendant in one capacity and that the other transactions were entered into by him in a different capacity. The mere fact that there were belted peons in the office and that certain letters written long after the date of the agreement Ex. A. bore the impress of a particular seal are not in themselves sufficient to prove the case of the plaintiffs or to establish the liability of the 1st defendant to them.

I may now refer to some of the decisions cited by Mr. Chamier. In *Boddenham v. Hoskins* it was found that the agent of an owner of an estate had two accounts with the Banker, one being his private account, and the other an account headed with the name of the estate *Rotherwas Estate*. It was found that the Banker was aware of the fact that the two accounts were quite distinct and that it was further found that he was aware of the circumstances which made it a fraud in the agent to make the transfer from the Estate account into his own private account. The decision in that case was that a person, who deals with another knowing him to have in his hands or under his control monies belonging to a third person must not enter into a transaction with him, the effect of which is that a fraud is committed on the third person (Law Journal 21 Chancery page 864.) In *Ex. parte Kingston in re Gross* as well it was found that the County Treasurer had kept two accounts at a bank, one being his private account and the other a separate account headed 'Police Account.' Lord Justice Mellish observed that if an account is in plain terms headed in such a way that the banker cannot fail to know it to be a trust account, the balance standing to the credit of that account will belong to the trust. Lord Justice James held in the same case that the heading "Police Account" was as clear and distinct a statement that the monies paid into it were monies belonging to the County and that the bankers opened the account and dealt with the account knowing it that it was a County account (Law Reporter Chancery Appeals Volume VI., page 632.) The facts in these two cases were entirely different from the facts before us in this case. Although there was more than one account between the 1st and 2nd defendants the heading was the same for all the accounts, and there was nothing in the heading of any of the accounts to suggest that the 2nd defendant was in a fiduciary relation to other parties, or that the monies deposited into the 1st defendant's bank were held by him in such fiduciary capacity. The Privy Council have held that the law is well settled that in the

ABSENCE OF NOTICE OF FRAUD OR IRREGULARITY

a banker is bound to honour his customer's cheque, and is entitled to set off what is due to the customer on one account against what is due from him on another account although the money due to the customers may in fact belong to other persons (Law Reports, House of Lords Appeal cases 1902, page 543, see also appeal cases 896, page 693). Of course, a banker is not justified of his own motion in transferring a balance from what he knows to be the trust account of his customer to the same customer's private account. On the facts of the present case I have no doubt that on the date of Ex. A the 1st defendant had no knowledge of the 2nd defendant's rela-

tion with the Planters' Association, or of his fiduciary position in regard to the monies dealt with by him. I am also of opinion that 1st defendant dealt with the 2nd defendant in one and the same capacity in respect of all the dealings between them, and that he was entitled to set off the sum of Rs. 12,000 against the current account balance and that in these circumstances nothing is due from him to the Planters' Association.

HIS HONOUR'S FINDINGS.

On the first issue I find plaintiffs have a cause of action against the 2nd defendant, but none as against the 1st defendant. On the second issue I find that the 2nd defendant dealt with the 1st defendant in his own individual capacity. On the third issue I find that the 2nd defendant received the sum of Rs. 12,000 from the 1st defendant on 19th September, 1910, as a part and parcel of the arrangement under which he entered into dealings with the 1st defendant, and that the said dealings were not, to the knowledge of the 1st defendant, either on behalf or for the benefit of the plaintiffs' Association. I find further that whether it be called a loan or a deposit and notwithstanding that it was under a separate account, it was liable to be set off against the balance in the current account. On the fourth issue I find that plaintiffs are not entitled to maintain this suit against the 1st defendant for recovery of the plaint amount.

PROMISSORY NOTE ONLY TAKEN CONDITIONALLY.

On behalf of the 2nd defendant a special plea is raised that Mr. Bliss having accepted a promissory note for Rs. 12,000 is not entitled to sue 2nd defendant on the original cause of action. I accept the evidence of Mr. Bliss and find that he took the promissory note merely subject to the approval of his Committee, and that 2nd defendant was aware of the fact that the promissory note was taken only conditionally. It is impossible to believe that Mr. Bliss, who was not sure of the legal position as regards the liability of the 1st defendant, would have accepted the promissory note from 2nd defendant in complete satisfaction of the claim. Such conduct on his part would have amounted to an abandonment of the case against the 1st defendant, and it is not in the least likely that he would have done so. I find on the first part of the fifth issue that the promissory note was taken only conditionally and that the plaintiffs are entitled to sue on the original cause of action. (*Jambu Chetty v. Palaniappa I.L.R.*, 26 Madras 526; see also *Ragavaya v. Ramayya I.L.R.*, 29 Madras, 111.

The cheque issued by the 2nd defendant was admittedly given by him merely for the purpose of trying whether the 1st defendant would honour it. It is quite clear from the evidence that neither the drawer nor the drawee of the cheque had any hopes of realising anything under the cheque. 2nd defendant's liability under the original cause of action has not ceased merely by reason of the cheque issued by him. I find on the later part of the 5th issue that plaintiffs are competent to maintain this suit upon the original cause of action against 2nd defendant.

THE DISPUTED PASS-BOOK.

The question raised by the 6th issue is whether the cheque for Rs. 14,000 drawn by 2nd defendant against the

1st defendant and honoured by him was a full and final adjustment of accounts between the two defendants. It is conceded by 1st defendant's counsel that there was no legal discharge given in respect of the dealings and it follows therefore that there has been no final adjustment of accounts. The point being thus conceded it is unnecessary to discuss the evidence as to what happened on the 24th or 25th May or as to the circumstances under which the last two entries in Ex. XVI. came to be made. I should, however, observe that these do not seem to be a sufficient foundation for the contention of plaintiff's counsel that Ex. was newly written up and was substituted for another pass-book. Mr. Armstrong speaks from memory that he saw Ex. XVI. on 24th May, and that is a substituted pass-book: but Maduranayagam, a clerk of the plaintiffs' office, who has been called to support this contention tells us that he wrote up the book two or three days after 24th May. In addition to this serious discrepancy between the evidence of these two persons we have also the fact that Mr. Rowsell, the 2nd defendant, who ought to be familiar with the pass-books does not suggest that Ex. XVI. is a corrected pass-book. It is difficult to believe that such a book could have been corrected by 1st defendant with the aid of a clerk of plaintiff's own office or that the clerk Maduranayagam would have dared to write such a book at a time when he knew that there were charges against 2nd defendant and there was a commotion in the office itself.

On the 7th issue I find that upon a true and proper state of the accounts as between the 1st and 2nd defendants the amount of Rs. 12,000 should be set off against the current account and that there is nothing due by the 1st defendant.

THE LEGALITY OF THE P.A.

A preliminary objection was taken in this case that the plaintiffs' association not being a registered body is an association which cannot be recognised in law. Plaintiffs' counsel contends that 1st defendant is not competent to raise this plea. As it is a purely legal question arising upon the admitted facts, no estoppel arises. I find on the 11th issue that 1st defendant is competent to raise the 9th and 10th issues.

Section 4 of Act VI. of 1882 lays down that no Company, association or partnership consisting of more than 20 persons shall be formed for the purpose of carrying on any other business than banking that has for its object the acquisition of gain by the Company, association or partnership or by the individual members thereof unless it is registered as a Company under this Act or is formed in pursuance or some other Act or of Letters Patent. The Ceylon Ordinance is on the same lines as section 4 of the Indian Companies Act, only it provides for certain liabilities on the part of the individual members of such an unregistered association. The Act is intended to prevent the mischief arising from large trading undertakings being carried on by large fluctuating bodies, so that persons dealing with them did not know with whom they were contracting and so might be put to great difficulty

and expense which was a public mischief to be repressed (*Smith vs. Anderson*, L. R. Chancery Division, Vol. XV page 273). Now the question is whether the Planters' Association can be considered to be a Company or association or partnership, whether they carry on any business as such Company, association or partnership and whether the object of such business is the acquisition of gain by the Company, association or partnership or by the individual members thereof. The constitution of the association as well as the purpose for which it has been formed has been explained in an earlier part of this judgment. The idea of an association or partnership or a company involved the existence of mutual rights and obligations as between the members thereof. Persons who have no mutual rights and obligations do not constitute an association merely because they happen to have a common interest or several interests in something which is done on their behalf (see also *Neelamega Assari vs. Appayya satri*, I.L.R. 29 M. 477). As this association is constituted I do not think any planter has got any right or is under any obligation as against or in favour of any other planter. They have not entered into any contract with each other and there is no evidence of the creation of any mutual rights or of obligation between them. (*Smith vs. Anderson*).

NO BUSINESS FOR GAIN.

The next point is whether this Association can be said as an Association to carry on any business. To use the language of Justice Brett in the case quoted above the statute is meant to deal with 'people who are associated together for the purpose of carrying on a business having for its object the acquisition of gain and not to deal with people who are merely associated together for the purpose of obtaining gain. Mere Association is not enough, but the business carried on must be the business of the Association as a body. In this case it cannot be said that there is any business which can be said to be carried on behalf of the Association as a whole. The business is that of recruiting coolies and that is done by a common agent for each individual planter separately according to his special requirements. I cannot therefore say that this Association as an Association is carrying on any business within the meaning of the statute. The Planters' Association is thus neither an Association within the meaning of the Companies Act nor does it carry on any business as an Association. And further more the business transacted at Trichinopoly is not carried on by more than 20 persons but is done by a single individual. This view of the case also confirms the conclusion that the Planters' Association as an Association has no right to recover any amount from the 1st defendant whose dealings were solely with the 2nd defendant, the man that actually transacted the business. I am therefore of opinion that the Planters' Association does not fall within section 4 of the Indian Companies Act or within the corresponding provision of the Ceylon Ordinance and that it does not require registration. I find the 9th issue accordingly.

It is also contended that the plaintiffs should not have been given permission under order in rule 8 of Act V of 1908 to institute this suit. That rule lays down that where there are numerous persons having the same interest in one suit one or more of such persons may, with the permission of the Court, sue on behalf of or for the benefit of all persons so interested. It will be remembered that the remittances of individual planters are all put into a common account called No. II emigration account with the Bank of Madras and the account becomes thus a consolidated one and all the members of the Association have the same interest in the administration of the consolidated fund. The 2nd defendant

HAVING MISAPPROPRIATED A PORTION OF THE MONEY belonging to the said fund the members of the Association have a common interest in suing the 2nd defendant for the recovery of the money so misappropriated. I find, therefore, on the 10th issue that permission was rightly granted and that plaintiffs are entitled to maintain the suit.

HIS HONOUR'S PERTINENT COMMENTS.

The result of my findings is that plaintiffs will get a decree against the 2nd defendant and not against the 1st defendant. This may perhaps be an unfortunate result from the standpoint of the plaintiffs' Association; but it cannot be out of place to mention that it is due to Mr. Norman Rowsell having been allowed for a period of nearly

8 years to conduct the business, to keep accounts and to transact with other people in his own name as if he was the sole owner of the business. From the evidence of Mr. Bliss it would seem that there was a visit by Mr. Beachcroft in 1909 or 1910 to report on the working of the Commission, that in 1911 two members of the Committee Messrs. Drummond Hay and Coles came here to report generally on the working of the Commission and that the third visit was by Mr. Bliss in 1912. It does not appear that on either of the first two occasions there was any attempt to investigate the manner in which the business was being conducted by Mr. Norman Rowsell or to scrutinise the pecuniary transactions of the Association which were being carried on by him in his own name. No doubt account book are sent to Ceylon every half-year for the purpose of being audited, but the auditor in Ceylon would only look into such books as are sent to him. The more satisfactory method would be to arrange for a periodical inspection of the office and a scrutiny of the accounts at Trichinopoly and also to take precautionary steps to put it beyond the power of a single individual to pose as the sole proprietor of the concern.

In the result I give a decree to plaintiffs for the sum sued for and costs and further interest at 6 per cent. per annum against the 2nd defendant. The suit as against the 1st defendant is dismissed with costs.

SUPPLEMENT TO PART II. OF
THE FORT ST. GEORGE GAZETTE.
 ABSTRACT OF SEASON REPORT FOR THE WEEK ENDING THE 8TH NOVEMBER, 1913.
 RAINFALL AND PRICES OF THE STAPLE FOOD-GRAINS.

Districts.	RAINFALL IN INCHES.			PRICE IN SEERS (OF 80 TOLAS) PER RUPEE.											
	In the week.	Up to the end of the week from 1st April.		Rice.			Ragi.			Cholam.			Cumbu.		
		1913.	Average of 40 years.	Average for Nov.*	Last week.	This week.	Average for Nov.*	Last week.	This week.	Average for Nov.*	Last week.	This week.	Average for Nov.*	Last week.	This week.
<i>Circars.</i>															
Ganjam ...	...	45.0	41.8	10.5	8.9	8.9	19.9	16.3	16.4	...	...	...	...	...	...
Vizaga- patam. { A. ...	...	56.5	53.9	10.1	8.3	8.3	19.4	16.4	16.3	...	15.9	10.3	20.5	17.1	15.9
{ L. ...	...	33.4	37.2												
Godavari ...	...	36.9	36.0	10.1	7.5	7.6	18.5	14.0	14.4	17.4	14.8	15.2	...	17.8	18.6
Kistna ...	...	26.1	33.2	9.6	7.0	7.1	17.7	13.5	13.6	14.7	11.8	12.2	...	14.8	15.4
Guntur ...	...	25.7	28.5	10.2	7.2	7.2	...	14.9	14.9	15.7	12.6	12.6	18.0	13.0	13.0
<i>Decoan.</i>															
Kurnool ...	...	19.4	24.6	9.4	6.6	6.6	...	14.9	14.9	20.0	13.2	13.2	16.6	12.0	11.0
Banganapalle ...	...	18.0	+22.6	...	6.5	6.5	...	...	...	...	12.5	12.5	...	...	...
Bellary ...	...	20.7	21.3	8.6	6.9	6.9	...	15.2	15.6	17.0	13.2	13.1	...	...	...
Sandur ...	...	26.6	+24.7	...	7.0	7.0	...	...	...	...	14.4	14.4	...	...	...
Anantapur ...	...	18.2	21.4	9.6	7.6	7.6	20.2	14.7	15.0	18.0	13.6	13.6	18.9	13.0	13.0
Cuddapah ...	...	19.5	24.3	9.1	7.1	7.1	17.5	13.7	13.6	17.7	12.7	12.8	18.9	12.9	13.0
<i>Carnatic.</i>															
Nellore ...	0.2	24.0	26.5	10.9	7.8	7.8	16.7	14.4	14.5	15.8	12.7	12.7	17.0	12.7	12.9
Chingleput ...	1.5	35.7	33.2	9.6	7.7	7.7	14.7	12.1	12.1	...	...	...	...	...	...
Madras ...	1.2	38.6	38.6	8.4	6.8	6.8	15.2	11.6	11.6	...	...	...	...	...	...
South Arcot. ...	1.8	30.8	33.1	9.8	6.7	6.7	16.5	11.7	11.7	...	...	...	16.8	10.0	10.0
<i>Central.</i>															
Chittoor ...	...	20.6	25.2	10.1	8.4	8.4	17.7	13.5	13.5	...	...	...	16.7	11.5	11.8
North Arcot† ...	...	...	31.2	10.0	7.6	...	16.5	12.4	...	...	...	...	17.1	11.5	...
Salem ...	...	26.3	28.9	9.1	7.1	7.1	16.5	13.1	13.2	15.9	11.6	11.8	18.6	12.2	12.2
Coimbatore ...	0.1	16.1	22.4	9.1	7.1	7.1	17.5	14.0	14.3	16.1	11.4	11.6	16.0	12.1	12.6
Trichinopoly† ...	...	...	25.9	9.1	6.5	...	17.9	13.3	...	16.7	11.6	...	16.1	10.6	...
<i>South.</i>															
Tanjore† ...	...	...	28.5	9.6	7.1	...	17.3	13.1	...	...	...	...	...	...	...
Pudukkottai† ...	...	...	23.2	...	6.5	...	...	12.1	...	...	12.3	...	...	10.7	...
Madurai† ...	...	...	\$23.9	9.7	6.8	...	17.6	12.4	...	15.5	13.1	...	14.7	11.5	...
Ramnadi† ...	...	...	17.9	9.5	6.7	...	16.4	13.2	...	15.5	12.8	...	12.9	12.2	...
Tinnevely† ...	...	...	15.9	10.2	7.3	...	17.1	13.9	...	16.7	13.4	...	13.1	11.8	...
<i>West Coast.</i>															
Malabar ...	0.9	104.7	112.9	9.6	7.2	7.2	...	...	...	...	...	...	...	...	...
South Canara ...	0.1	124.9	143.4	10.9	8.8	8.8	...	...	...	...	...	...	...	...	...
Travancore ...	1.9	53.7	\$54.5	...	6.8	6.8	...	...	...	...	...	...	...	...	...
Cochin ...	0.8	88.1	+102.6	...	7.0	7.1	...	...	...	...	...	...	...	...	...
<i>Hills.</i>															
The Nilgiris. ...	1.2	56.5	58.6	8.0	6.7	6.6	14.2	11.6	10.9	...	...	...	...	...	...

A. = Agency.

* Average of the 15 years ending 1912-13.

† Average of the 5 years ending 1909-1910.

II-SUP-3.

L. = Littoral.

† Report not received.

§ Average of the 20 years ending 1909-1910.

N.B.—The Ceylon Directory states that 34 seers = one English bushel. The formula for reducing these quotations of seers per Rupee into quotations of Rupees per bushel will be the number of seers divided by 34 = number of Rupees per bushel: which may be stated as Rs. $\frac{34}{\text{PRICE}}$ = PRICE. Viz., Trichinopoly this week shows Rice @ 6.5 seers per Rupee;

DISTRICT REPORTS (Indian).**GUNTUR.**

Water-supply sufficient. Sowing of variga, horsegram and bengalgram and transplanting of chillies and tobacco in progress. Standing crops fair to good. Harvested cumbu, cholam and korra; outturn, fair to normal. Pasture and fodder sufficient. Condition of cattle good but black-quarter in one taluk. Employment available. Grain-stocks sufficient. Prospects good.

BANGANAPALLE.

Water-supply sufficient. Sowing of wheat and paddy in progress. Standing crops good. Harvested korra; outturn fair. Pasture available; fodder sufficient. Condition of cattle good. Employment available. Grain-stocks sufficient. Prospects fair.

SANDUR.

Water-supply sufficient. Standing crops fair to good. Harvested korra, cholam and cumbu; outturn, poor to fair. Pasture sufficient; fodder scanty. Condition of cattle good. Employment available. Grain-stocks sufficient.

CUDDAPAH.

Water-supply insufficient under certain taluks. Ploughing, sowing of ragi, paddy and bariga, weeding and transplanting of paddy and ragi in progress in parts. Standing crops fair. Harvested paddy, onions and indigo; outturn fair to normal; cumbu and korra poor to normal. Pasture sufficient; fodder available. Condition of cattle generally good. Employment available. Grain-stocks sufficient. Prospects fair but more rain needed.

NELLORE.

Water-supply generally sufficient. Slight freshes in the Penner and other streams. No flow over Nellore anikat; supply adequate. Ploughing, sowing of paddy, cholam, ragi and horsegram and weeding in progress in parts. Standing crops fair to good. Harvested paddy, cumbu and korra, outturn fair to normal. Pasture available; fodder sufficient. Condition of cattle generally good, but anthrax, black-quarter and malignant sore-throat in parts. Employment available. Grain-stocks sufficient. Prospects generally good.

CHINGLEPUT.

Water-supply sufficient. Ploughing, sowing of paddy and horsegram, weeding and transplanting of paddy in progress in parts. Standing crops generally fair. Harvested ragi; outturn fair. Pasture and fodder available. Condition of cattle good, but rinderpest, anthrax and malignant sore-throat in parts. Employment available. Grain-stocks sufficient. Prospects fair.

MADRAS.

Employment available. Grain-stocks sufficient.

SOUTH ARCOT.

Water-supply sufficient. Heavy freshes in one river. Ploughing, sowing of paddy and cumbu, planting betel; transplanting of paddy, weeding of paddy, cumbu and groundnut in progress in some parts. Standing crops fair. Harvested paddy, ragi, cumbu, gingelly, indigo, and groundnut; outturn fair. Pasture and fodder available.

Condition of cattle generally good. Employment available. Grain-stocks sufficient. Prospects fair.

CHITTOOR.

Water-supply sufficient. Ploughing, sowing of paddy, cholam, ragi and horsegram, ending; weeding and transplanting of paddy and ragi in progress in parts. Standing crops fair. Harvested paddy, ragi, cumbu, outturn poor to normal; sama and groundnut, fair. Pasture and fodder generally available. Condition of cattle generally good, but anthrax and black-quarter in parts. Employment available. Grain-stocks sufficient. Prospects generally fair.

NORTH ARCOT.

Not received.

SALEM.

Water-supply generally sufficient. Sowing of paddy and horsegram and transplanting of paddy in progress. Standing crops good. Harvested cholam and groundnut, outturn fair; paddy, fair to normal, ragi and cumbu, poor to fair. Pasture sufficient; fodder available. Condition of cattle good. Employment available. Grain-stocks sufficient. Prospects good.

COIMBATORE.

Water-supply generally sufficient. Eight feet of water in the Cauvery at Erode. Sowing of cholam and cotton and transplanting of paddy and weeding in progress in parts. Standing crops fair to good, but more rain required in one taluk. Harvested paddy and ragi in parts; outturn fair; cumbu poor to fair. Pasture and fodder sufficient and available. Condition of cattle generally good but anthrax in the village. Employment available. Grain-stocks generally sufficient. Prospects generally fair.

MALABAR.

Water-supply sufficient. Standing crops fair. Pasture sufficient; fodder available. Foot-and-mouth disease, rinderpest, malignant sore-throat, and anthrax in parts of five taluks. Grain-stocks sufficient. Prospects fair.

SOUTH CANARA.

Water-supply sufficient. Ploughing and sowing of second rice crop in progress; transplanting begun in parts. Standing crops fair. Harvested first rice crop; outturn fair to normal. Pasture sufficient; fodder generally available. Condition of cattle generally good. Employment available. Grain-stocks sufficient. Prospects fair.

TRAVANCORE.

Water-supply sufficient. Standing crop good. Pasture sufficient. Condition of cattle good.

COCHIN.

Water-supply insufficient in parts. Standing crops fair. Harvest in progress; outturn not reported. Pasture and fodder sufficient. Condition of cattle good.

THE NILGIRIS.

Water-supply sufficient. Weeding and pruning of main crops and sowing in progress. Standing crops fair. Harvested tea, coffee, ragi and samai; outturn fair. Pasture and fodder sufficient. Condition of cattle good. Grain-stock sufficient. Prospects fair.

SEASON TELEGRAM TO THE GOVERNMENT OF
INDIA, REVENUE AND AGRICULTURAL
DEPARTMENT, SIMLA.

Week ending 8th November, 1913.—Rainfall fair to good Nilgiris, West Coast except South Canara, Carnatic except Nellore; nil or light elsewhere. Standing crops fair to good. Harvests of dry crops and paddy proceeding; out-turn fair to normal. Sowings of dry crops and paddy proceeding normally for most part. Condition of cattle generally good; supply of water insufficient for irrigation in some places; fodder generally sufficient. Prices show a downward tendency. Reports from North Arcot, Trichinopoly and Southern districts not received.

Dept. of Rev. Sett., Sur., Land Rds. & Agri.,

Board of Revenue, Madras,

11th November, 1913.

V. T. KRISHNAMACHARI,

for Secretary.

CORRESPONDENCE

November 15th, 1913.

THE EDITOR,
The Planting Gazette.

DEAR SIR,

With reference to the cooly lines for which No. 8 contained a plan, I think few planters would adopt it on account of the cost, besides fire if not the white ants would not allow them to last very long. In a flat damp country such construction may be recommended but not in the hill country where naturally drained parts can generally be selected.

The plan of latrines in No. 9 ought to be completed by an elevation plan and more complete explanatory notice. There seem to be also an excess of food for white ants.

Yours faithfully,
A. J. VAN DER POORTEN.

Ceylon Labour Commission,
Trichinopoly,
27th October, 1913.

THE SECRETARY,
Planters' Association of Ceylon,
Kandy.

DEAR SIR,

I beg to give below for your information the total number of coolies shipped at the 4 Ports at Tuticorin, Ammapattanam, Pamban and Tondi as per Government returns up to

30th September, 1913..... 101,485

30th September, 1912..... 94,607

I am, Dear Sir,
Yours faithfully,
H. SCOBLE NICHOLSON
Ceylon Labour Commissioner.

Mousagalla,
Nannunukula, October 28th, 1913

THE EDITOR,
The Planting Gazette.
Kandy.

DEAR SIR,

I beg to draw your attention to the way cooly certificates are filled in at Ragama. I enclose a few to illustrate my point. (No. 13. Age 43.) This cooly cannot possibly be more than 30 and states that he gave his age as 28.

"Distinguishing Marks."—"Big holes in both ears." As many coolies have their ears pierced and the lobes stretched. This is no use as a distinguishing mark. I found on examination that the cooly has a scar on his right arm below the elbow which I consider is a better distinguishing mark than the one given. It frequently happens that for this item one finds such entries as "3 Vaccination marks (or more) on arm." "Tattoo marks on arms or forehead," &c. As the majority of coolies have tattoo and Vaccination marks this is no guide at all, and in almost every case it will be found that a cooly has a distinguishing mark, more or less peculiar to himself, such as a mole on a certain part of the face or body, or a scar, or two or three scars, etc.: I once received a certificate for a cooly in which it was stated that there were no distinguishing marks at all. The cooly in question had an extra finger on each hand, and an extra toe on each foot: This was not from Ragama however.

Note No. 15.—Distinguishing Marks. "Scars on both fore." Whatever that may mean. There are scars on both wrists I find. Nos. 84 and 85. The spelling of the names though apparently meant for the same place, varies, being spelt Puddukodi and Puthukodi respectively. It would be well if the spelling of the names of villages, Taluk, and Districts were alike on all these forms, and I would suggest that the clerks at such places as Ragama, and the various depots in India were furnished with lists of these places and instructed to adopt uniform spelling. If this were done, anyone could find out the correct way to spell these names by reference to the Ragama Certificates, and the pro notes signed at the depots. Some coolies have very hazy ideas as to the Taluk and District to which their village belongs.

Yours faithfully,
G. W. EARDLEY LIESCHING.

Haputale,
15th November, 1913.

TO THE EDITOR,
The Planting Gazette.

SIR,

A few words from one of those responsible for the new Federation Scheme may not be out of place. Neither your space nor my time need be wasted by dealing with Mr. Cooper's effusions with regard to the iniquities of the old Federation. Flogging a dead horse with "hot air" is a hobby which thank goodness few of us have either the inclination, or the time to ride. Mr. Cooper opens his letter with a pious wish, a sufficiently futile preface to render the remainder innocuous, for, having wished the Federation a speedy death he proceeds to elaborate his own pet scheme assuring us that this panacea of all ills can be quite simply given effect to by means of the Federation. Thus once more is Saul among the Prophets.

The letter concludes with a cheap sneer at the Committee and the general body of Proprietors which is, I trust, as unworthy of Mr. Cooper as it certainly is undeserved by those at whom it is aimed. The role of the man who sits on the fence and after the fight is over bleats "I told you so" is I suppose considered as ignominious today as it was when fences were first invented.

Mr. Cooper is probably right in stating that the Federation will benefit most those who have not enlisted. This can and I hope will be rectified, but he surely would not have us infer that for this reason the scheme is to be condemned.

Few will share Mr. Cooper's high opinion of the non-federated. Their number is comprised of several classes. A few are prompted by honest conviction, some by the disinclination to do anything as long as others will do it for you, some by joy of profiting by the endeavours of others, and lastly those who are under the thumb of their Kangany and dare not attempt to dictate a policy of their own.

Mr. Cooper seems to think he has discovered in Federation a new form of socialism. Has it never struck him that all laws are socialistic in their action, and are for the protection of the weak.

I might object to paying the Medical Wants Tax because I own an estate in a healthy District.

I might object to the Police being made use of to unravel the mystery of a looted safe because I have no safe to be looted, and I might also, like Mr. Cooper and his labour force, consider myself quite competent to look after a safe if I did possess one.

That which is good for the community must needs be likewise good for the individual, and I should like to find a little more of this broadmindedness among the opponents of the Federation.

We all admit that flagrant abuses have crept into our Advance system and that the poison has slowly but surely permeated the labour force of the Island until there are but a few estates unaffected, while the very source of our supply has become contaminated.

Are these abuses to be allowed to continue because there still remain a few who thanks to their own abilities or to other exceptional advantages have so far avoided contamination? Are these fortunates to be allowed to dictate that the disease be allowed to run its course until such time as they too are engulfed?

Mr. Cooper asks "should co-operation be substituted for natural competition," and I in return ask whether the system which has brought us to the present pass can by any stretch of imagination be termed natural competition.

Is it natural or healthy competition which allows us to disturb our neighbours peaceful force by offering his Kangany a bribe of so much per head for his coolies over and above their legitimate debt?

Is it natural competition which allows us to offer this bribe and subsequently to wink at the knowledge that the Kangany has utilised the bulk of it for his own purposes, has squandered the rest in providing a drunken revel for the truculent members of his gang, and finally has charged the whole amount against his coolies?

Is it natural competition which allows the Kangany to deprive the coolly of his pay, to charge him twice the value of any supplies, and to refuse to render any account?

Is it natural competition which allows a Coast coolly to be saddled with an enormous fictitious debt as soon as he sets foot in Ceylon?

Is it natural competition which allows a clever Kangany to move his coolies at short intervals from estate to estate for the sole purpose of raising more money?

How will Mr. Cooper's Rs. 25-scheme remedy any of these evils, and what is to prevent this fee being charged to the coolly, whereas the new Federation scheme provides remedies for every one of these abuses. It leaves natural and legitimate competition, and the freedom of the coolly to move from estate to estate absolutely unfettered.

Any Superintendent may take on a coolly, no matter how large his debt but he may not bribe that coolly to forsake his employer, unless the Superintendent is willing to pay the bribe himself.

The registration of debts is the death sentence of the dishonest Kangany, but what possible harm can it do to the honest man?

The chagrin of the rogues is very easily understood, nor is it difficult to imagine the thin time they are giving the weak-kneed Superintendents, but why select the public Press as the medium of attracting the attention of their brother-planters to their squeals. The new Federation spells emancipation for the coolly, who will in future have fair play and be freed of the thralldom of his Kangany if the latter is a rogue. The honest Kangany has nothing to fear from any rule of the Federation.

Advances to a solvent Kangany (i.e. a Kangany who owes the estate less than his coolies owe him) are not prohibited and are recoverable, but only at the risk of loss can further advances be given to a non-solvent Kangany. This does not sound like equal treatment for good and bad, but I have not the time to enlarge upon this and the many other misapprehensions under which Mr. Cooper was labouring when he wrote his letter.

Under the New Federation Coast coolies can come to Ceylon with the assurance that their Accounts will be kept by the Dorai, and that they will not be surreptitiously charged with the cost of their passage, any recruiting fee, or other fictitious amounts.

The remnant of a good family will no longer stagger under the load of dead relatives' debts. This latter provision for wiping off the debts of those who die will engender the more careful treatment of coolies, and bring about a general improvement in the construction and sanitation of their dwellings.

The Kanganies have to shoulder the debts of bolters, a provision which will ensure the greater security of our force.

Estates recruiting from the Coast are duly protected by a charge payable upon every new coolly taken from them.

All these provisions I maintain are neither complicated nor contentious and they ensure natural and legitimate competition which will be of a very different nature to that claimed for the survival of the fittest policy, which permits the hawking about from estate to estate unwilling coolies to satisfy the greed of their taskmasters the Kangany and Chetty to the everlasting disgrace of the community of planters which allows such knavery to flourish.

Omitting sweeping statements, which being unsupported by arguments are of no value, Mr. Cooper's letter contains one specific enquiry, namely how to treat the request for an advance for a wedding. We all receive a fair number of invitations to weddings (same thing as a request for an advance) and if we deem the couple worthy we dole out, and the Superintendent can do the same to his coolies.

Having decided that this wedding query is a serious flaw in the new Federation Mr. Cooper introduces that famous performer "the honesty of the coolly and how Federation has done its worst to make Ramasamy a rogue." Mr. Cooper's contention, after perfectly correctly eulogising Ramasamy's remarkable honesty is that he will get an advance from his Dorai and a few days later leave the Dorai in the lurch by asking for his "tundu." In other words a man who has been since the day of his birth free to repudiate every cent of his debt is to suddenly abandon the life-long custom of his race and become a rascal because forsooth he was assisted to get married, and this I ask you is the main plank in Mr. Cooper's platform against the new Federation.

The old bogey of supply and demand has been again trotted out, and the evil fate of those attempting to tamper with this fearsome steed duly emphasised. Mr. Adamthwaite is the ring master upon this occasion. I would reply to his letter by stating a hypothetical case which appeals to me as analogous to the present position of our labour in Ceylon.

A city has an abundant supply of pure water. Dead rats and other nuisances are allowed to find their way into the pipes conveying the water from reservoir to the city. The plentiful supply is accordingly ruined, and some would have us believe that those who seek to clear out the rats and prevent more from getting in are either knaves or fools, if not both.

This letter has far exceeded the limit, but it will not be counted superfluous should it succeed in convincing even one individual that the Proprietors' Labour Federation Scheme has its good points.

Yours faithfully,
W. COOMBE.

PROPRIETORS' LABOUR FEDERATION.

Planting Gazette,
from *Times of Ceylon*.

Talawakelle,
November 18th.

SIR, When writing to the *Planting Gazette* on the above subject I had no intention of inviting a wider circulation for my letter than that given by the above-named journal.

I much regret that the letter should have been reprinted by you and the "Observer." My sole idea in writing to the planters' own *Gazette* was to give the views of a working planter on the subject under discussion, and possibly to invite comments and criticism from fellow-planters. The *Gazette* is presumably read only by the planting community and others interested in planting. My letter was not intended for the far larger public who read your columns.

As you have seen fit to reprint my letter and the resulting letters from others, I would ask you to publish these few lines. In my own defence I wish to state that whatever views I may hold as regards the utility or otherwise of the Federation rules there can be no question as to my loyalty to those in authority. That the present Federation rules were framed by proprietors and those representing the proprietors must not be lost sight of. This being the case I saw no harm in writing to the *Planting Gazette* giving a working planter's views on the question. Had I wished to make a public attack on the Federation I would have written direct to the local press. I had unfortunately overlooked the fact that the *Planting Gazette* is now registered as a newspaper and is no longer "for private circulation only" as formerly.

Yours &c.,
A. M. COOPER.

EXTRACTS FROM GOVERNMENT GAZETTE OCTOBER 17th, 1913.

"THE MOTOR CAR ORDINANCE, 1908."

It is hereby notified that His Excellency the Officer Administering the Government in Executive Council, in exercise of the powers vested in him by section 5 (1) of the above-named Ordinance has been pleased to revoke regulation 56 (e) of the regulations with regard to lorries and tractors published by Notification dated August 4th, 1910, and to substitute therefor the following amended regulation, viz. :-

56. (e) The diameter of the wheels, measured over the tyres, shall not be less than thirty-two inches, replaces back wheels 42 and front 36 inches.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, October 11th, 1913. Acting Colonial Secretary.

"THE MOTOR CAR ORDINANCE, No. 25 OF 1908."

In terms of regulations Nos. 55, 56, and 57 of the regulations dated August 4th, 1900, framed under "The Motor Car Ordinance, No. 25 of 1908," it is hereby notified for general information that the roads mentioned in the schedule hereto annexed are suitable for use by motor lorries, subject to their compliance with the regulations regulating the use of motor-cars, motor lorries, and motor cycles, and with the modified conditions specified in the schedule referred to.

By His Excellency's command,
L. W. BOOTH,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, October 10th, 1913.

SCHEDULE.

1. Roads on which there is no objection to motor lorries being run under the regulations :-

Kandy-Haragama road to junction of Dumbara Valley road.
Dumbara Valley road.
Gonawatta ferry to Rajawella road.
Talawakele-Agrapatna road.
Bandarawela-Badulla road.
Badulla-Passara road.
Spring Valley road.
Bandarawela-Haputale road.
Kumbalwella-Passara road.
Bandarawela-Leangahawella road.
Matara-Deniyaya road.
Deniyaya-Hayes road.

2. Roads on which there is no objection to motor lorries being run under modified conditions as to total weights stated :-

	Weight, allowed. Tons.
Horana-Alutgama road	3
Colombo-Bentota road	3
Katukurunda-Nagoda-Kalawellawa road	3
Nambapana road	3
Tebuwana-Anguruwatota road	3
Nagoda-Neboda road	2½
Labugama road	2½
Wattegama-Rangala road	3
Kandy-Rangala road	3
Kandy-Matale road	3
Matale-Dambulla road	3
Kandy-Deltota road	3
Wattegama-Madulkele road	3
Madulkele-Huluganga bridge road	3
Nawalapitiya-Dolosbage road	3
Craighead-Somerset road	3
Nuwara Eliya-Uda Pussellawa road	3
Tavalantenna-Pundaluoya-Watagoda road	3
Lindula-Nanuoya road	3
Kandy-Hanguranketa-Hewaheta road	3
Peradeniya-Deltota-Hewaheta road	3
Hatton-Norwood bridge road	3
Glenugie-Upeot road	3
Maskeliya road : Norwood bridge to Moray	3
Maskeliya road : Maskeliya to Cruden	3
Dikoya road : Norwood bridge to Campion	3
Bathford Valley road	3
Annfield road	3
Dimbula-Dikoya road	3
Gorge-Valley road	3
Wallaha road	3
Triyagama-Aladeniya road—2nd to 6th miles ...	2½
Galle-Udugama road	3
Dikwella-Madulla road	3
Muppane-Hambantota road	2½
Colombo-Ratnapura road	4
Avisawella-Ginigathena road to Kitulgala	3½
Karawanella-Glenalla road to 44th mile	3
Yatiyantota-Polatagama road	3
Yatiyantota-Ardross road	3
Kegalla-Bulatkohupitiya road	3
Ruanwella-Bulatkohupitiya road	3
Polgahawela-Kegalla road	3
Rambukkana-Kegalla road	3
Rambukkana-Aranayaka road	3

CEYLON MOUNTED RIFLES.

Strength Return for Month Ending October, 1913.

DETAIL.																					Instructional Staff						
	Regtl. Staff	Lieut.-Colonel.	Majors.	Captains.	Lieutenants & 2nd Lieuts.	Quartermaster.	Total Officers.	Regtl. Sergt. Major.	Regtl. Q. M. Sergt.	Farr. Q. M. Sergt.	S. S. Majors.	Sergt. Tprsr.	Sergeants.	Orderly Room Clerk.	Farr. Sergeants.	Corporals.	Trumpeters.	Shoeing Smiths.	Troopers.	Total Rank and File.	Total all Ranks.	Adjutant.	S. S. M. Instructor.	Sergt. Instructor.	Medical Officer.	Vet'y. Officer.	Total
		1	...	1	2	1	5	1	1	1	...	...	...	...	...	...	...	...	...	3	8	1	1	1	...	...	...
A. Squadron																											
Staff	2	...	...	2	...	...	...	1	1	...	...	...	1	...	...	...	...	3	5	...	...	...	...	...	...
No. I. Troop	1	...	1	...	...	...	...	...	...	...	1	1	...	15	17	18	...	...	...	...	...	...	...
" II. "	1	...	1	...	...	...	...	...	...	...	1	...	...	9	10	11	...	...	...	...	...	...	...
" III. "	1	...	1	...	...	...	...	...	1	...	1	1	...	24	27	28	...	...	...	...	...	...	...
" IV. "	1	...	1	...	...	...	...	...	1	...	3	3	1	21	29	30	...	...	...	...	...	...	...
	TOTAL	...	2	...	4	...	6	...	...	...	1	1	2	...	1	6	5	1	69	86	92	...	...	...	...	...	...
B. Squadron																											
Staff	1	1	...	2	...	...	...	1	1	...	...	...	1	...	...	...	...	3	5	...	...	...	...	...	...
No. I. Troop	1	...	1	...	...	...	...	...	1	...	...	...	...	1	11	13	14	...	...	...	...	...	...
" II. "	2	...	...	1	...	...	12	15	15	...	...	...	...	...	...
" III. "	1	...	1	...	...	...	...	...	1	...	...	1	...	1	21	24	25	...	...	...	...	...	...
" IV. "	1	...	1	...	...	...	...	...	1	...	...	1	1	1	11	15	16	...	...	...	...	...	...
	TOTAL	...	1	1	3	...	5	...	...	...	1	1	5	...	1	3	1	3	55	70	75	...	...	...	...	...	...
Total Regt. Staff	1	...	2	1	5	1	1	1	...	...	...	...	...	...	...	...	...	3	8	...	...	...	...	...	...
Total A. Squadron	2	...	4	...	6	...	...	...	1	1	2	...	1	6	5	1	69	86	92	...	...	...	...	...	...
Total B. Squadron	1	1	3	...	5	...	...	...	1	1	5	...	1	3	1	3	55	70	75	...	...	...	...	...	...
Total Strength	1	3	2	9	16	1	1	1	2	2	7	...	2	9	6	4	124	159	175	1	1	1	...	...	...
Total Strength last Return	1	3	2	9	16	1	1	1	2	2	9	...	2	9	7	4	127	165	181	...	...	...	...	...	...
Increase Since
Decrease Since	Sqms	...	...	...	...	...	...	...	...	...	7	...	...	...	...	...	...
Establishment	1	3	3	10	18	1	1	1	2	2	11	1	2	13	8	8	184	234	252	...	...	...	...	...	...
Wanting to Complete	1	1	...	2	...	...	...	...	2	5	1	...	4	2	4	60	75	77	...	...	...	...	...	...
Reserve	1	1	2	6	10	1	1	...	1	...	6	...	...	2	1	...	16	28	38	...	...	...	...	...	...
Total including Reserve	2	4	4	15	26	2	2	1	3	2	13	...	2	11	7	4	140	187	213	1	1	1	...	...	...

G. H. STEVENSON, Captain,

Adj't. C. M. R. & C. P. R.C.

STRENGTH RETURN.

CEYLON PLANTERS' RIFLE CORPS.

FOR THE MONTH OF OCTOBER, 1913.

Coy.	SECTION.	VOLUNTEER STAFF.						Total Strength of Corps exclusive of Permanent Staff.	
		Lieut.-Colonel	Majors.	Captains.	Lieutenants.	Adjutant.	Qr. Master.		
					2nd Lieutenants.		Sergt.-Major.		
							Qr. M. Sergt.		
								Colour-Sergeant	
								Sergeant.	
								Lance-Sergts. & Corp's.	
								Sergt.-Bugler.	
								Buglers.	
								Privates and Lance-Corporals	
	Staff	...	...	...	1	1	...	...	4
	Kelany Valley	...	...	1	...	...	...	2	35
	Ratnapura	...	...	...	1	...	...	1	13
A.	Pelmadulla	...	...	...	...	...	...	...	9
	Kandy	...	...	2	...	...	...	1	24
	Matale	...	...	...	1	...	...	1	19
B.	Madulkelle	...	...	...	...	...	1	...	8
	Rangalla	...	...	1	...	...	...	...	11
	Mattakelle	...	...	...	1	...	...	2	10
	Agrapatna	...	...	...	1	...	...	1	6
	Kotagalla	...	...	...	...	...	...	2	12
C.	Darawella	...	...	...	...	...	...	...	6
	Maskeliya	...	...	...	1	...	...	1	10
	Bogawantalawa	...	...	...	...	...	...	1	5
	Nuwara Eliya	...	...	...	...	...	...	1	8
	Madulsima	...	...	...	...	...	...	1	10
	Haputale	...	...	1	...	...	...	1	18
D.	Badulla	...	...	...	1	...	...	1	19
	Uda Pussellawa	...	...	...	1	...	...	1	23
	Batticaloa	...	...	...	1	...	...	...	10
	Kalutara	...	...	...	1	...	...	1	8
	Kurunegalla	...	...	...	...	...	...	1	22
	Galle	...	...	...	...	...	...	...	13
E.	Morawak Korale	...	...	...	...	...	...	1	15
	Anuradhapura	...	...	1	...	...	...	2	8
	Trincmalie	...	...	...	...	...	...	2	1
F.	Colombo	...	...	1	...	...	...	...	44
	Ambegamuwa	...	...	1	...	...	...	1	7
G.	Pussellawa	...	...	...	1	...	...	1	12
	Dolosbage	...	...	...	1	...	...	4	10
H.	Colombo	...	...	1	2	...	...	...	57
	Motor Cycle Section	...	...	1	...	...	...	1	16
	* TOTAL STRENGTH	...	...	1	2	9	7	7	2
		...	...	...	...	...	...	...	1
	Strength by last Return	...	...	1	2	9	7	7	2
	Increase Since	...	...	...	...	...	...	...	1
	Decrease Since	...	...	...	...	...	...	...	4
	* C. P. R. C. Reserve Officers 8, Rank & File	...	...	...	...	...	...	...	2
	Total Strength including Reserve	...	...	...	...	...	...	...	1
		...	...	...	...	...	...	...	557
		...	...	...	...	...	...	...	62
		...	...	...	...	...	...	...	7
		...	...	...	...	...	...	...	17
		...	...	...	...	...	...	...	20
		...	...	...	...	...	...	...	1
		...	...	...	...	...	...	...	6
		...	...	...	...	...	...	...	412
		...	...	...	...	...	...	...	495
		...	...	...	...	...	...	...	495

G. H. STEVENSON, Captain,
Adj. C. M. R. & C. P. R. C.



Minutes of proceedings of a meeting of the Committee of the Planters' Association of Ceylon, held at the Victoria Commemoration Building, Kandy, on Friday, the 14th November, 1913, at 11 a.m.

Present: Mr. F. H. Layard (Chairman, Planters' Association of Ceylon), the Hon. Mr. Wm. Sinclair (Rangala), Messrs. R. Huyshe Eliot (Dickoya P.A.), J. Anderson (Matale P.A.), N. J. Wilson Blackett (Chairman, Ramboda P.A.), J. R. Barkley (Kalutara P.A.), Geo. Kent Deaker (Passara P.A.), H. S. Cameron (Hon. Secretary, Matale P.A.), Hy. Storey (Kandy), G. J. Murray (Kandy Districts P.A.), P. P. C. Walker (Hon. Secretary, Pussellawa P.A.), A. S. Long Price (Chairman, Kurunegala P.A.), J. S. Patterson (Kandy), William Gibson (Haputale), H. G. Eccles (Chairman, Dickoya P.A.), H. L. Egan (Visitor), A. M. Carmichael (Kelani Valley P.A.), F. Lushington (Visitor), Churton H. Walker (Visitor), S. P. Blackmore (Ambegamuwa P.A.), P. R. Shand (Kandy), S. J. Spoonston (Visitor), J. W. Oldfield (Hon. Secretary, Kalutara P.A.), Ed. W. Keith (Kandy Districts P.A.), H. Inglis (Kalutara P.A.), G. H. Gollidge (Chairman, Kalutara P.A.), R. G. Coombe (Haputale P.A.), A. W. Warburton-Gray (Kurunegala P.A.), H. H. Beachcroft (Kandy), W. C. Hawkes (Visitor), G. C. Bliss (Kandy), J. H. Armitage (Hon. Secretary, Dickoya P.A.), L. C. Maudslay (Dickoya P.A.), F. M. Mackwood (Kandy), G. L. H. Doudney (K. K. and Panwila P.A.), L. St. G. Carey (Hewaheta P.A.), Colonel R. D. Vizard (Visitor), Hodson Bell (Matale P.A.), D. J. Blyth (Pussellawa P.A.), J. G. Napier (K.K. and Panwila P.A.), F. E. Henderson (Hon. Secretary, Kandy Districts P.A.), H. J. Marley (Visitor), O. Balean (Ambegamuwa P.A.), J. Percy Hortin (K.K. and Panwila P.A.), T. Y. Wright (Chairman, K.K. and Panwila P.A.), P. J. M. Box (Visitor), E. G. Box (Hon. Secretary, Dolosbagie and Yakdessa P.A.), Hew Kennedy (Chairman, Maskeliya P.A.), A. Thorp (Chairman, Matale P.A.), H. D. Garrick (Matale P.A.), M. L. Wilkins (Chairman, Ambegamuwa P.A.), Carr Hamond (Visitor), Wallace R. Westland (Kandy), Jackson Smale (Chairman, Kegalle P.A.), R. H. Villiers (Hon. Secretary, Kelani Valley P.A.), J. B. Sidgwick (Chairman and Hon. Secretary, Punduloya P.A.), J. H. Marcel (Ramboda P.A.), H. D. Bartlett (Visitor), G. B. Stuart (Visitor), C. W. Newton (Ramboda P.A.), Geo. Benzie (Chairman, Pussellawa P.A.), T. Gidden (Kandy), Neill G. Campbell (Nuwara Eliya Districts P.A.), H. Scoble Nicholson (Ceylon Labour Commissioner), M. H. Reeves (Chairman, Dolosbagie and Yakdessa P.A.), and John Still (Secretary, P.A. of Ceylon).—55 Members and 11 Visitors.

The notice calling the meeting was read.

THE LATE MR. JOHN FERGUSON, C.M.G.

The following resolution was put from the chair and passed, all members standing:—"That this Committee places on record its great regret at the death of Mr. John Ferguson, whose work in creating the Ceylon Directory and in many other fields was of great and lasting benefit to the Planting Community."

The minutes of proceedings of a meeting of the Committee of the Planters' Association of Ceylon, held at Kandy on Friday, 12th September, 1913, were submitted for confirmation.

Resolved:—"That they be and they hereby are confirmed."

MEMBERS OF THE COMMITTEE.

Submitted letters and telegrams regretting inability to be present at the meeting from Messrs. Tom Hyatt, H. Hopwood, G. H. Masefield, Edgar Turner, J. R. Neale, D. G. Norman, J. L. Hyde, Huntley Wilkinson, W. Coombe, R. H. Villiers, F. Duncan, C. G. Simmonds, and A. Hamilton Harding.

Read letter from Knuckles Kellebokka and Panwila P.A. re appointment of Mr. G. L. H. Doudney on the Kandy Committee in place of Mr. P. J. M. Box, who has left the district.

Read letter from Dickoya P.A. re election of Mr. J. H. Armstrong as Hon. Secretary of their Association in place of Mr. H. Gordon Griffin, resigned.

P.A. COMMITTEE MEETINGS.

Resolved:—"That the various bi-monthly meetings be held in the future at the same times as fixed for today, this being more convenient than the hours formerly observed."

DISTRICT ASSOCIATIONS.

The following letter from the Hewaheta District P.A. was read and it was resolved "That the Secretary should write and express a hope that this District Association would remain unaltered and not divide into two small Associations:—"

(Letter referred to.)

UPPER HEWAHETA P.A.

Rookwood, Hewaheta,
9th November, 1913.

THE SECRETARY,
Planters' Association.

DEAR SIR,

I beg to enclose a draft of rules for the above and to state that the estates mentioned therein wish to form a separate Association of their own from the 1st January, 1914.

I would be much obliged for an early reply as we have to send in our resignations to the present "Hewaheta P.A."

Our interests, outlet roads, etc., are quite separate from the lower district.

Yours faithfully,

J. S. ARMSTRONG,

Secretary, Upper Hewaheta Planters Association.
PASSARA P.A.

The following letter from the Passara P.A. was read:—

VOTES 1912-13.

Passara Planters' Association,
Dammeria Group, Passara,
November 5th, 1913.

THE SECRETARY,
Planters' Association of Ceylon.

DEAR SIR,

At a general meeting held last month it was decided unanimously to forward the following for the P. A. of Ceylon's support:—

That this resolution be furnished to the P. A. of Ceylon inviting its co-operation.

(Resolution referred to.)

"That the European Rural Member be asked to ascertain the aggregate for the Island of the votes entrusted to the P.W.D. during the past official financial year, and as to how these unexpended balances are disposed of."

The reason we are asking for these figures is that we were furnished with the following figures, which are a disgrace to the P.W.D., for we presume that the P.W.D., in further Uva are so short of labour that they are quite unable to spend the votes entrusted to them, with the result that the Province must suffer.

It would be interesting to see how the other Provinces compare with Uva in regard to votes unexpended.

Passara Hospital vote Rs. 18,000, expenditure Rs. 2,157.18;
Passara-Nakkala road vote Rs. 43,324, expenditure Rs. 21,441.97.

I am, Dear Sir,
Yours faithfully,

D. G. NORMAN.
Chairman and Hon. Secretary, Passara P.A.

It was proposed by Mr. G. KENT DEAKER and seconded by Mr. J. R. BARKLEY: "That this Committee do support this resolution."

After a short discussion this resolution was withdrawn on the Hon. the Rural Member undertaking to approach the Director of Public Works direct.

ADDRESS TO H. E. THE GOVERNOR.

The CHAIRMAN informed the meeting that an address had been presented to His Excellency the Governor on the occasion of His Excellency being sworn in at the Council Chamber by a deputation consisting of Messrs. F. H. Layard (Chairman), the Hon. Mr. W. Sinclair (Rural Member), Mr. G. H. Golledge, and Mr. John Still (Secretary).

ALEX. WARDROP MEMORIAL.

The present position of the Alex. Wardrop Memorial Fund was explained, and a list was circulated. It was pointed out that the list is still open should any more members desire to subscribe.

ROSLING TESTIMONIAL FUND.

The balance in hand on account of the Rosling Presentation Fund was intimated, and it was decided to ask Sir Edward Rosling what he wished to do with this.

ANNUAL REPORT, 1913.

A sub-Committee elected to draft the sixtieth annual report of the Planters' Association consisted of the following members:—Messrs. H. G. Eccles, M. L. Wilkins, R. H. Villiers, W. Coombe, H. D. Garrick, Ed. W. Keith, the Hon. Mr. Wm. Sinclair, Messrs. Long Price, E. Turner, G. C. Bliss, G. H. Golledge, L. St. G. Carey, R. G. Coombe, R. Huyshe Eliot, A. M. Carmichael, H. A. Beachcroft, and Chairman and Secretary, P.A.

ESTIMATES FOR TEA AND RUBBER CROPS, 1914.

It was resolved to ask District Associations to forward these as soon as possible so that they may be included in the annual report.

COAST AGENCY.

The CHAIRMAN informed the meeting that the following resolutions had been passed at the Coast Agency meeting held at that morning—

1. That this Committee approves the adoption of Budget B., and that this Committee do advise the general body of subscribers to raise the Coast Agency Cess to 45 cents per cultivated acre.

2. That a general meeting of the Planters' Association be held in December.

It was resolved *nem. con.* that this Committee supports the Coast Agency's resolution.

RUBBER AND TEA PLANTS.

The following letter from the Badulla District P.A. was read, and discussion followed:—

Badulla Planters' Association,
Spring Valley, Badulla,
7th October, 1913.

THE SECRETARY,
Ceylon P.A., Kandy.

DEAR SIR,

I enclose a copy of a resolution passed at a meeting of the above Association in June last, and the Colonial Secretary's reply to same.

I have been requested to ask if you will be so good as to obtain a legal opinion on the matter and to ask what steps you recommend should be given.

Yours faithfully,
WILFRED RETTIE,
Hon. Secretary.

(Resolution.)

That the Cocoa Theft Prevention Ordinance No. 9 of 1885 be made applicable to tea and rubber plants, and that Government be requested to take the necessary steps to carry this into effect, at an early date.

APPLICATION OF THE COCOA THEFT PREVENTION ORDINANCE (No. 9 OF 1885) TO TEA AND RUBBER PLANTS.

Colonial Secretary's Office,
Colombo, 29th September, 1913.

THE HON. SECRETARY,
Badulla Planters' Association,
Spring Valley, Badulla.

SIR,

I am directed to acknowledge the receipt of your letter of the 15th September, 1913, regarding the above subject.

2. The proposal in your letter of the 26th June last has received the due consideration of Government, but it is not practicable to initiate legislation of so important a character except on the representations of the Central Planters' Association.

3. A proposal of the Planters' Association that a Rubber Theft Prevention Ordinance should be introduced is now engaging the attention of Government. No representations about Tea Theft Prevention Ordinance have been received from the Planters' Association.

I am, Sir,
Your Obedient Servant,
D. W. ARNOTT,
for Colonial Secretary.

Several members undertook to forward to the Secretary the details of specific cases of such thefts both of rubber and tea stumps and of young coconut plants.

It was resolved:—"That the details of these cases shall be forwarded to the Hon. the Colonial Secretary with a request that legislation may be introduced to prevent the evil."

SHOT-HOLE BORER.

Read the following letter from the Acting Secretary, Committee of Agricultural Experiments:—

COMMITTEE OF AGRICULTURAL EXPERIMENTS.

Experiment Station, Peradeniya,
The Secretary, November 13th, 1913.
Ceylon Planters' Association, Kandy.

Sir,

I have the honour to inform you that at a meeting of the Committee of Agricultural Experiments held today at Peradeniya, the following resolution was passed:—"In the opinion of the Committee the question of shot-hole borer has become an urgent one in consequence of its prevalence and steady increase, and that the Committee herewith ask the Government to appoint an entomologist specially to study the lifehistory of the pest with a view to discovering a method of control."

I am, Sir,
Your Obedient Servant,
L. E. CAMPBELL,

Acting Secretary, Committee of Agricultural Experiment.

Resolved:—"That this Committee strongly supports the resolution passed at a meeting of the Committee of Agricultural Experiments and would urge upon Government the importance of carrying the proposal into effect as early as possible."

THE OFFER OF RS. 15,000 FROM THE PROPRIETORS' LABOUR FEDERATION.

The following resolution passed at the Coast Agency meeting this morning was read and it was resolved:—"That this Committee supports the same."

(Resolution referred to.)

"That this Committee regrets that it is unable to spend the money on the terms with which it was offered, and hope that it will be offered to the fund necessary to carry out Budget B."

ORDINANCE NO. 9 OF 1909.

The following letter from the Hon. the Colonial Secretary was read:—

Colonial Secretary's Office,
The Secretary, Colombo, October 27th, 1913.
Planters' Association of Ceylon.

Sir,

I am directed to acknowledge the receipt of your letters of the 15th and 22nd August on the subject of the institution of pro-

ceedings under the Ordinance relating to Indian coolies employed on Ceylon estates (No. 9 of 1909).

2. In the case quoted by Morawak Korale Planters' Association the complaint was that a Mr. ——— had employed an Indian Tamil cooly woman who had bolted from Campden Hill estate without obtaining a discharge ticket from the superintendent of the estate. It appears that the District Planters' Association endorse the opinion of the superintendent that the prosecution in such a case should be undertaken by the Government Agent or Assistant Government Agent, and your Association wishes to know whether it is to be expected that the Crown will prosecute in case of this kind.

3. In reply, I am to state that in the opinion of Government it is for the person aggrieved, i.e., the superintendent of the estate from which the cooly has bolted, to institute proceedings.

Government will as a rule undertake the prosecution for offences falling under Section 21, sub-Sections (4) and (5), and Section 22, sub-Section (1) of Ordinance No. 13 of 1889 (as amended by Section 5 of Ordinance No. 9 of 1909), because in such cases the real complaint would be the Government Agent. Further if in any particular case falling under Section 24 or Section 28 circumstances render it advisable, the prosecution will be undertaken by Government.

In cases falling under Section 23, on the other hand, the real complainant will generally be the Superintendent of an estate from which a cooly has absconded. In such cases there appears to be no reason why Government should undertake the task of prosecuting.

I am, Sir,
Your Obedient Servant,
D. W. ARNOTT,
for Colonial Secretary.

CEYLON GOVERNMENT RAILWAY.

Read the following letter from the Kotmalie District Planters' Association.

Kotmalie Planters' Association,
Tyspane, Kotmalie,
November 9th, 1913.

The Secretary,
Ceylon P.A., Kandy.

DEAR SIR,

I am instructed by my Association to forward you the following resolutions for support of your Association:—

1. "That Government be asked to forego warehouse rent on goods to such estates, and for such time as roads are closed by floods and washaways."
2. "That Government be asked to establish postal pillar boxes at all railway stations."

Yours faithfully,
J. S. RICHARDSON,
Hon. Secretary, Kotmalie P.A.

The CHAIRMAN informed the meeting that these resolutions had already been sent by the District Association to the General Manager, Ceylon Government Railway, and that a sympathetic reply had been received to that effect warehouses.

Resolved:—"That this Committee supports the proposal that pillar boxes should be established at railway stations."

Resolved:—"That it is the opinion of this Committee that any applications to Government concerning matters

of general importance affecting other than purely local conditions should be forwarded only through the Ceylon Planters' Association."

"PLANTING GAZETTE."

The satisfactory financial position of this paper was notified.

PROPRIETORS' LABOUR FEDERATION OFFICE.

Resolved:—"That the Proprietors' Labour Federation be asked to pay rent for the portion of the Victoria Commemoration Building at present occupied by the Federation Office."

A vote of thanks to the chair terminated the meeting.

JOHN STILL,
Secretary, P.A. or Ceylon.



PASSARA PLANTERS' ASSOCIATION.

A Committee meeting was held at 9-30 a.m. in the Gun Club Pavilion on October 11th. The business to be placed before the general meeting was discussed. The following were present: Chairman Mr. J. J. Robinson, Messrs. J. Duncan, G. F. Cornish, H. Clarke, B. Strachan (Acting Hon. Secretary.)

A general meeting was held at 10 a.m. The following were present, viz., Messrs. J. J. Robinson, W. Stewart Taylor, F. W. E. Liesching, F. Fowler, R. C. Vernon, H. Clarke, W. Allan, T. B. Orchard, S. C. Biddell, R. Ashby, E. C. Marsh-Smith, Reg. Gatehouse (visitor), G. F. Cornish, H. B. Bremner, J. Marks, W. H. Taylor, W. H. Field (visitor), R. S. Beling (visitor), G. L. Horsfall, D. G. Norman (Chairman), and B. Strachan (Acting Hon. Secretary.)

Notice of meeting was read.

Minutes of last meeting were confirmed.

CORRESPONDENCE.

PASSARA HOSPITAL.

The following figures were received from the Director of Public Works vote for 1912-1913 Rs. 18,000; expenditure Rs. 2,157.18.

NAKKALA-PASSARA ROAD.

The following figures were received from the Director of Public Works vote for 1912-1913 Rs. 43,324; expenditure Rs. 21,441.97.

The CHAIRMAN then pointed out that it was quite time something was done so that the P. W. D. would be able to spend the monies voted for various works. The above figures spoke for themselves. The Chairman then brought forward the following resolutions.

1. That a copy of the letter from the Director of Public Works, dated 14th August, 1913, relating to the votes in the budget of 1912-13 for the construction of the Passara hospital, and the Nakkula-Passara road, and the amounts expended on this road during the year, be furnished to the European Rural Member of the Legislative Council.

2. That he be asked to ascertain the aggregate for the Island of the votes entrusted to the P. W. D. unexpended during the past official financial year, and as to how these unexpended balances are disposed of.

3. That this resolution (2) be furnished to the Planters' Association of Ceylon inviting its co-operation.

Mr. DUNCAN spoke to these resolutions, again pointing out how these unexpended balances were generally drafted into a fund called the "Surplus Balances," and he hoped that His Excellency, our new Governor, would give his careful attention to this unsound finance of the Island.

ARUGAM BAY.

Read two letters from Government Agent, Eastern Province, wishing to know whether in the event of Arugam Bay being opened as a fair weather port, the Moneragalla Planters would use it as an outlet.

This was gratefully accepted by the Planters concerned.

J.P. AND U.P.M.

Read letters from Government appointing Mr. John Marks to be J.P. and U.P.M. for the Moneragalla district, and Mr. W. A. Williams for the Madulsima district.

MAGISTRATE'S CERTIFICATE.

Read letter from Police Magistrate, Badulla, enclosing a copy of the affidavit necessary for a cooly to obtain a certificate. It was decided to have copies printed and forwarded to members of the Association, and the Honorary Secretary also was requested to write to the Police Magistrate thanking him for the same.

COMBINED UVA ASSOCIATION.

Read letter from Badulla and Haputale Associations, both being in favour of a combined Association. Messrs. J. J. Robinson, James Duncan, and the Chairman were elected as a sub-Committee to meet the representatives of the Badulla and Haputale Association to discuss rules, etc., for a combined Association.

P. R. C. MEMBER.

Mr. D. G. Norman was nominated as P. R. C. member.

RATE OF BATTÀ.

Read letter from Dimbula Planters' Association *re* above.

Supported their resolution unanimously.

COST OF RICE.

Read letter from Maskeliya Planters' Association.—Supported unanimously.

PRIVATE MEDICAL PRACTITIONER FOR UVA.

The CHAIRMAN hoped that after what Mr. Gatehouse, who had brought the above matter before the Badulla Association, had to say this Association would give its support. The Chairman then introduced Mr. Gatehouse to the meeting.

Mr. GATEHOUSE began by pointing out that this was no new proposition, but had come up periodically. The cause of failure of the scheme in the past was lack of support from members in the out-lying districts. It is now proposed that mileage should be paid from the funds and not by individual members. To raise the necessary retaining fee and mileage fund a cess of 50 to 10 cents per acre would be necessary. The time, he thought, had now come when they should have a first-class doctor resident in the district, and he hoped that that Association would give its support to the scheme and select a sub-Committee to discuss details with the other Associations. A discussion ensued, and it was decided to support Mr. Gatehouse. The following sub-Committee was nominated:—Messrs, John, Marks, Horace Clarke, James Duncan, G. F. Cornish and the Chairman.

ROADS AND RAILWAYS.

TRANSPORT FACILITIES.

The HON. SECRETARY read a letter from the Colonial Secretary acknowledging receipt of his letter dated 29th July with regard to the Dickwella-Ambewella road and the condition of the Haputale slip.

The CHAIRMAN pointed out that no notice was being taken at the Colonial Office of letters from that Association as well as Badulla with regard to the serious condition of Uva's outlets. His Excellency the Acting Governor promised to the deputation held in Badulla in June that he would fully go into that matter of outlets for Uva, but to date nothing had been done.

Mr. ROBINSON pointed out that the work done on the Haputale slip was of only a temporary nature, and that Government officials hoped to transport about 120 tons a day by the tramway in the event of the slip going again. The engineers who erected the tramway state that not more than 40 tons at the very most could be transported.

Mr. DUNCAN brought forward a resolution, but after discussion it was decided that to write any further letters to the Colonial Secretary was useless.

Mr. ROBINSON then proposed that Badulla and Haputale be written to and asked to join in a deputation to H. E. the Governor.

Mr. CORNISH seconded, and the following members were nominated to act for that Planters' Association:—Messrs J. J. Robinson, J. Duncan, and the Chairman.

PASSARA-NAKKALA ROAD.

Read letter from the Government Agent enquiring what traffic would use the above road, also pointing out that its cost would be Rs. 300,000 public money.

The CHAIRMAN pointed out that it was the intention of Government to cease cutting this road.

Mr. ROBINSON asked what would happen to the compensation paid by the Moneragalla estates.

Mr. JOHN MARKS said that they would lose this as the road had already been cut and damage done to part of the estates which would require the compensation.

It was decided to circularise Moneragalla members for the figures of the traffic that would use this road.

TELEPHONES.

Read letter from acting Superintendent of Telegraphs with regard to the district telephones. It was decided to ask for further particulars and details with regard to para No. 4.

MOTOR MAIL SERVICE.

The CHAIRMAN pointed out that the present mail service was of no use to the general travelling public as the rates charged were so exorbitant. Government ought to consider the convenience of the public; practically no passengers except Government Servants are carried now, and any reduction in rates would not cause a loss but more probably a gain as the public would then use the busses.

Mr. ROBINSON said that buses often arrived very late at Batticaloa, and the reason, he had heard, was that the drivers sometimes had a shoot on the way. He suggested in the event of Government not seeing their way to reduce fares that the service should be handed over to a company. He pointed out that the objections to this was free passes to Government Servants. If this service was run by a company Government would have a good deal of control over it, but no one has control over the present Government service. After further discussion it was decided to approach Government with regard to this subject.

Mr. MARKS in support stated: "As I am starting an estate kaddy here I was told by a friend that a man named Govindier of Madura supplied very good cloths for men and women, so I wrote and asked him to send me some samples, marked with prices, etc. He sent them V.P.P. and early in July I paid Rs. 129.36 into Muppane P.O. and sent the V.P. envelope down to Messrs. Creasy & Co. asking them to clear and forward the goods to me. To my surprise they wrote and said that the Collector of Customs was going to confiscate the goods as some of them were wrongly marked, being only 7 yards when marked 8, and as

on, and asking me to write to the Customs saying that they were not for sale. Of course, I could not do this, but I wrote explaining matters and told Messrs. Creasy & Co. that if I lost these cloths they would lose my custom. After more correspondence, a representative of the firm had a personal interview with the Collector of Customs and I was fined Rs. 25. Of course, this fine had to be paid before the cloths were handed over, so that I had no chance of appeal."

HOSPITALS.

Mr. FOWLER pointed out that suitable accommodation is urgently required at the Lunugalla Hospital, for at present the store room contains surgical appliances, etc., etc, mixed with latrine buckets, etc. They are building an unnecessary operating room when further store room accommodation is required.

The HON. SECRETARY was authorised to write to the P.C.M.O. pointing out the state of affairs.

A vote of thanks to the chair closed the meeting.

D. G. NORMAN,
Hon. Secretary.

THE DIKOYA PLANTERS' ASSOCIATION.

A general meeting of the Dikoya Planters' Association was held on the afternoon of October 16th, 1913, Mr. H. Glyn Eccles presiding. There were also present:—Messrs. R. Huyshe Eliot, R. K. Clark, H. B. Daniell, R. D. Kershaw, J. D. Forbes, E. Massy, G. F. Sandford, A. B. Yates, J. W. Playfair, T. C. Duguid, G. H. Sparkes, L. C. Maudslay, J. R. Neale, J. H. Armitage, and Messrs. Kennedy, L. A. Wright, C. E. Wedd, and F. O. Sprinks from Maskeliya.

DEPARTURE OF MR. GRIFFIN.

The CHAIRMAN: "Mr. Griffin has left the district to take up another appointment. We cannot allow him to depart without an expression of thanks from the Association for his services." He felt sure he was expressing the opinion of all members in saying that Mr. Griffin was a painstaking Secretary and had taken great interest in the work.

This being approved of by the meeting, it was duly minuted.

The CHAIRMAN, continuing, said the next step was to elect a successor. At the Committee meeting Mr. J. H. Armitage was chosen and he anticipated that the selection would receive unanimous support from the meeting.

Mr. Armitage was duly elected.

DISTRICT CHAPLAINCY AND MEDICAL SCHEME.

Submitted the following resolution from the Committee of the Church Stipend Fund:—"That the sub-Committee's report be presented at the next general meeting of the D. P. A., and that the Association be asked to take over the whole management of the three Churches' affairs and Medical Scheme."

Reports on the Dikoya, Bogawantalawa and Maskeliya Church affairs, and the District Medical Scheme were laid on the table.

REPORT ON DIKOYA, BOGAWANTALAWA AND MASKELIYA CHURCH AFFAIRS.

At a general meeting of the subscribers to the Chaplain's Stipend held recently, a sub-Committee was appointed to consider and take in hand all matters connected with these three Churches. This sub-Committee met on the 25th September, 1913, at the Vicarage; firstly, to inspect the building and secondly, to discuss the financial position, &c. It was considered by the members present, Messrs. R. Huyshe Eliot, H. Glyn Eccles, R. K. Clark, L. A. Wright, R. D. Kershaw, C. B. Prettejohn and the Hon. Secretary, G. F. Sandford, that the funds to meet immediate and future expenditure were quite inadequate, and that a revision in the present system of the general management of affairs would be most desirable. Messrs. Eccles and R. K. Clark were accordingly asked and deputed to draw out the following report. From information obtained from the three Hon. Secretaries it has been ascertained that the subscriptions towards the Chaplain's Stipend Fund are likely this year to amount to:—

Rs. 1,885 00 in Dikoya.
" 1,597 00 in Maskeliya.
" 1,040 00 in Bogawantalawa.

Rs. 4,522 00. This sum has to meet the following expenditure:—

Rs. 2,800 00 the Chaplain's full pay for 8 months at Rs. 350/- per month.
" 700 00 the Chaplain's furlough pay for 4 months of 1913. at Rs. 175/- per month.
" 500 00 the Chaplain's passage money to London.
" 700 00 the total estimated fees for the services of clergymen during the Chaplain's absence this year.

Rs. 4,700 00

The chaplain's furlough does not terminate till the 31st May, 1914. As subscriptions were in arrears at the time of the Chaplain's departure on furlough, an overdraft had to be obtained from the Bank to cover the sums then due the Chaplain as agreed upon. It will be seen from the above that the estimated revenue for this year will not cover the expected outlay. It has been amply evidenced in the past that subscriptions sufficient to cover expenditure have been collected with difficulty, and that frequent calls have been made on contributors to supplement annual payments by further subscriptions to meet unlooked-for expenditure, i.e., the annual subscriptions have never sufficed to cover the total expenditure. On examination of the 1912 list of subscribers it is found approximately that of

52 estates in Dikoya district only	24 contribute.
29 " " Bogawantalawa	" 22 "
59 " " Maskeliya	" 33 "
140 estates.	79

The subscriptions from which were as follows:—

	Acrea.	From estates.	Cts. per acre.	From surplus & others.
		Rs. c.		Rs. c.
In Dickoya ...	11,283	910 00	or 8-06	905 00
In Bogawantalawa ...	9,692	645 00	or 6-65	355 00
In Maskeliya ...	11,484	887 00	or 7-73	585 00
	<u>32,459</u>	<u>2,442 80</u>	<u>7 52</u>	<u>1,845 00</u>
				+ 2,442 80
				<u>Total income Rs. 4,287 80</u>

Hitherto the subscriptions from estates have been entirely voluntary and they vary greatly:—from Rs. 10 and Rs. 15, up to Rs. 50 and Rs. 100 irrespective of acreage. The payment of these estate subscriptions has been more or less optional on the part of superintendents, a condition of affairs that no Committee can accept as they are responsible for the Chaplain's salary, furlough agreements, &c. It is considered by your Committee that it would be far more equitable if all estates were asked to subscribe on an equal basis of say, 10 cents per acre, in cultivation, as from the 1st January, 1914. We recommend that all agents, proprietors and superintendents be approached as proposed above. We think it is reasonable to expect, out of (approximately) 50,000 acres under cultivation in the three districts, that 75 per cent., 40,000 acres will accede to this appeal and agree to support this proposal, which will bring in a revenue of Rs. 4,000. We further recommend that superintendents be also asked to contribute on the same mutual basis of 5 per cent. per acre, which would amount to Rs. 2,000.

Brought forward ... Rs. 4,000 00
 „ 2,000 00

Total ... Rs. 6,000 00

We are of opinion that the consent of superintendents to the loyal payment of their subscriptions on the above basis, even though they may not be permanent residents, will carry great weight with proprietors in their decision to agree or not to the terms of the proposition.

This practically amounts to a general average increase all round in subscriptions of 25 per cent., and it would place the whole matter on a sound business footing.

We estimate the annual outlay as follows and are of opinion that the Chaplain should be provided with a travelling allowance to enable him to proceed from church to church for his Sunday services and to visit estates periodically. We consider that this extra allowance will make the appointment better worth acceptance than it has been, hitherto.

	Rs.
To the Chaplain's salary at Rs. 350 for 12 months ...	4,200 00
To the Chaplain's horse and carriage allowance	
Rs. 60 for 12 months ...	720 00
To reserve fund; to be set by annually towards	
furlough leave...	500 00
To annual repairs to the vicarage buildings ...	300 00
To sundry expenses ...	280 00
	<u>Rs. 6,000 00</u>

VICARAGE BUILDINGS.—It was generally considered by the above members of this Committee that these buildings were not worth repair and this view is confirmed by the contractors, Messrs. Walker & Greig and others, who have reported on and estimated for the work necessary. The estimates from each contractor are attached to the report, one for repairing the present buildings and the other—with plans—for the entire rebuilding of the same on a smaller scale. It will be seen that the cost of repairing, Rs. 3,800,

will be out of all proportion to the value of the work to these districts on completion, and your Committee strongly advise the entire re-building of permanent buildings in preference. To provide funds for this purpose it is necessary to appeal at once, i.e.: on this year's estate accounts, to agents and proprietors, for special donations of 25 cents per acre by 40,000 acres, equals Rs. 10,000, as the work would be best put in hand at once during the absence of the Chaplain on home leave. This sum to include entire re-building, a new coach house and stables, better water supply and telephone installation.

GENERAL.—There are many matters which your Committee consider need revision, such as the system of account keeping of the Stipend fund and of the three separate churches, that has held good in the past; the settlement of Trusteeships of the three churches, church property and church funds, and of such matters as the terms of the occupancy of the land on which the Vicarage is built, &c., &c. We recommend further that the rules for the regulation of fees in relation to Births, Marriages and Burials chargeable to Superintendents on subscribing and non-subscribing estates,—be revised, as it can hardly be expected by non-subscribing estates that they can benefit by the services of the District Chaplain, and of even the cemeteries, without paying additional fees; and further, we consider that it would be well to frame some directions for the guidance of the present and future Chaplains as to their duties in these three districts, placing them under the direct and entire control,—as to their appointment and/or the retention of their services—of a Committee to be hereafter appointed, to whom they should periodically report on their work. Your Committee finally recommends that this report be printed and circulated to all estates in the three districts and that it be presented at the next general meeting of the Dikoya Planters' Association asking that Association to take up the entire management of these church affairs on behalf of the three districts. We trust that the Maskeliya district subscribers will coincide with this recommendation, as members in that district would assuredly be asked to serve on the special Church Committee to be appointed, if the Dikoya Planters' Association consent to undertake the work and responsibility involved. Your Committee are of opinion that agents and proprietors will be more inclined to entertain the proposal of an acreage cess as emanating from a District Association than they might otherwise. A summary of the approximate total acreage under the control of the various agency firms, private proprietors, &c., is attached. Your Committee trust that this report may lead to the establishment of these church affairs on the soundest business footing possible.

H. GLYN ECCLES, R. K. CLARK.

REPORT ON THE DIKOYA, BOGAWANTALAWA, AND MASKELIYA MEDICAL SCHEME.

At a general meeting of the residents and proprietors held at Norwood on the 13th June, 1899, a scheme was formed and regulations adopted for retaining the services of a fully qualified European doctor for superintendents, assistants and their families. A scale of charges was approved for professional attendance on subscribers and non-subscribers; and for the purpose of fixing a retaining fee for the doctor the following rates were accepted:—Married men and their families, Rs. 60; bachelors, Rs. 15. From records before us we gather that the principles of this scheme have remained in force, but rates of charges, subscriptions, and retainers have been altered and amended. The subscriptions at the present time are as follows:—Married retainers, Rs. 45; bachelors, Rs. 20. It must be pointed out that the control of the scheme has never been under the auspices of the local Planters' Association, and subscriptions have been collected by the Medical Committee of Residents. Even this method appears to have been in abeyance during recent years, and the doctor has had to depend upon his own effort to collect retainers. It has been

clearly demonstrated that the present system is equally unsatisfactory to the doctor as well as to the European community; so it is suggested that the management of the Medical Scheme should, in future, be undertaken by the Dickoya Planters' Association, with a Special Committee appointed for the purpose. In view of the understanding that the present doctor contemplates retiring from the practice it is an opportune moment to reorganise the scheme. It is, therefore, necessary to appeal at once to all proprietors, agents, and managers to give favourable consideration to the proposal: "That an annual estate subscription, at the rate of Rs. 20 per annum for managers of each estate and Rs. 10 for assistants, be sanctioned and made payable to the 'Medical Fund' of the Dickoya Planters' Association towards a retaining fee for the services of a European Medical Practitioner." It is proposed that the question of an extra retaining fee from married managers and assistants should be left to a mutual agreement between the doctor and the residents. An approximate calculation reveals that there are 139 managers and 18 assistants—inclusive of 53 married couples—all interested in the question.

H. GLYN ECCLES,
Chairman of Sub-Committee.

The CHAIRMAN introducing the subjects said that the reports gave very full accounts of the state of affairs. He urged cordial support from every one to enable the two schemes to be founded on a sound basis. He took the opportunity of thanking both Mr. Frank Mackwood and Mr. T. L. Villiers for the valuable information in regard to the Church property, and likewise Messrs. Walker & Greig, Ltd., for their report, estimates and plan for a new Vicarage.

After a long discussion, in which Messrs. Eliot, Clark, Daniell, and Kennedy took a prominent lead, it was proposed by Mr. R. K. CLARK and seconded by Mr. R. HUYSE ELIOT:

1. "That this Association agrees to collect the subscriptions towards the Chaplain's Stipend Fund and to appoint a sub-Committee under the auspices of the Dickoya Planters' Association to take over the entire future management of the affairs of the three District Churches as from November 1st, 1913: and that in the opinion of this Association the management of the District European Medical Practitioner's matters should also be undertaken by this Association."

2. "That the following gentlemen be asked to serve as members of the Church and Medical Committees under this Association.—Ex-officio, the Chairmen of the Dickoya and Maskeliya P.A.'s, the Hon Secretary of the Dickoya P.A., Mr. Huyshe Eliot and Mr. R. K. Clark for Dickoya, Mr. H. F. Laycock and Mr. R. H. Cooper for Bogawantalawa, Mr. L. A. Wright and Mr. C. E. Wedd for Maskeliya and the three district Hon. Church Secretaries, 12 members, with power to add to their number."

3. "That a copy of the Church sub-Committee's report be forwarded by the Hon. Secretary of the D.P.A. to all estate agents, proprietors and subscribers, together with the proposed future Medical Scheme, asking them to favourably consider and support the propositions of the Association contained therein, which will enable this Associ-

ation to place Church and Medical matters in these three districts on a sound business footing in future."

4. "That a meeting of the above sub-Committee be fixed at an early date, i.e., as soon as replies are received to the above circular, to consider the position, etc."—Carried unanimously.

TELEPHONES.

Read letter from Dr. Stedman resigning the Hon. Secretaryship of the District Telephone Committee. Resolved:—"That Dr. Stedman be cordially thanked for his services in linking up the Telephone System of Dickoya and Bogawantalawa, and for managing the affairs of the Committee."

Mr. R. D. Kershaw was elected Superintendent of Telephones with Mr. G. F. Sandford as Hon. Secretary of the Telephone Committee.

MISCELLANEOUS.

Resolution from the Dimbula P.A. re "Rate of Batta in Crown Cases" was supported.

Resolution from the Maskeliya P.A. re "Price of Rice" was supported.

BOGAWANTALAWA-BALANGODA ROAD.

The following letter from the Balangoda P.A. was read:—

October 6th, 1913.

THE CHAIRMAN,
Dickoya Planters' Association,
Dickoya.

BOGAWANTALAWA-BALANGODA INTER-DISTRICT ROAD.

DEAR SIR,

I think your Association last year tried to get some help from the District Road Committee of the Central Province to enable them to put up riding and foot bridges over the river below Fetteresso factory and the river just outside the Gahawattahema forest adjoining Devonford respectively. It was pointed out, I believe, that these rivers during the north-east and south-west monsoons frequently become impassable, even then I think the District Road Committee of the Central Province refused to help. For your guidance I can tell you that yesterday the Government tappal from Balangoda to Bogawantalawa, together with numerous Tamil coolies and Sinhalese travelling between these two districts were held up at the river just outside the Gahawattahema forest and were unable to pass until this morning.

This road is the only inter-provincial road between the Central and Sabaragamuwa Provinces for very many miles. The native traffic both Sinhalese and Tamils is enormous, so much so that the road should be considered an inter-provincial one and kept up entirely by the District Road Committee.

If you call for the correspondence between the Balangoda Association and your Association from your Hon. Secretary, you will see that we were quite willing to subscribe to the re-erection of the bridge below Fetteresso factory, and if you refer this matter to Mr. R. K. Clark of Dunkeld estate, he will relate to you his experiences during the south-west monsoon.

Yours faithfully,

ALBERT D. SLY,

Chairman, Balangoda sub-Committee, Sabaragamuwa Planters' Association.

Mr. CLARK gave a graphic description of his experiences, travelling along this road during the wet seasons.

It was agreed to represent to Government the danger and inconvenience caused to travellers and to support the Balangoda P.A. in any action taken that may lead to the rivers being properly bridged.

PROPRIETORS' LABOUR FEDERATION.

Mr. R. HUYSE ELIOT gave the meeting some interesting details in regard to the Federation, and stated that 85 per cent. of the Dickoya area had subscribed to date.

REPORT ON THE GLENCAIRN HOSPITAL.

Mr. R. D. Kershaw (Hospital Visitor) presented his report on the hospital, and received the thanks of the Association. The report was as follows:—

Visited on the 10th July, 9th August, and 15th September.

The number of patients on dates of my visit was:—

10th July	Males 50	Females 34	Total 84
9th August	43	38	81
15th September	41	43	84

Wards very clean.

Latrines do.

Bath rooms do.

Staff sufficient on date of my visit.

Complaints none.

Food satisfactory.

Grounds in good order.

R. D. KERSHAW, H.V.

With a vote of thanks to the chair the meeting terminated.

J. H. ARMITAGE,

Hon. Secretary, D.P.A

KOTMALE PLANTERS' ASSOCIATION.

Minutes of a general meeting of the Kotmale Planters' Association held in the K. S. C. Pavilion on Thursday, October 30th, 1913, at 2-30 p.m. *Present*:—Messrs. A. J. A. Dickson (Chairman), C. W. Bovy-Lysberg (Queensberry), A. Kennedy (Westhall), R. G. Thompson (Hanganoya), L. Gastrell (Tellisigalla), and J. S. Richardson (Tyspane, Hon. Secretary). *Visitors*:—Messrs. A. Cartwright, R. C. Roddam and D. E. Kelly.

Notice calling the meeting was read.

Minutes of last general meeting were taken as read and confirmed.

OBITUARY.

Before proceeding with the business before the meeting, the CHAIRMAN called on the meeting to record a vote of sympathy and condolence with the relatives of the late Hon. Mr. John Ferguson, C.M.G., at the loss sustained by his death, and referred to the loss to the Colony in general and the planting community in particular by the death of a

leading colonist and talented editor of the "Ceylon Observer." Members respectfully standing, this was passed in silence.

CORRESPONDENCE.

Read resolution from Sabaragamuwa P.A. *re* coast recruiting.—Supported.

Read resolution from Maskeliya P.A. *re* loss on rice.—Noted that the matter is receiving the attention of a Select Committee of the Ceylon P.A.

Read resolution from Dimbula P.A. *re* batta to Crown witnesses.—Supported.

LABOUR.

The CHAIRMAN proposed that the meeting go into Committee and discuss the latest rules of the P. L. F.

RAILWAYS.

On resuming, proposed from the Chair and carried that Government be asked to forego warehouse rent on goods to such estates and for such time as roads are closed to traffic by floods and wash-aways.

Speaking to the resolution the CHAIRMAN pointed out the hardship and unfairness inflicted on estates having to pay rent for goods which could not be removed from railway stations owing to cart transport difficulties arising by damaged roads at flood time.

Resolved:—"That this resolution be forwarded to other P.A.'s for support."

POSTAL.

Proposed by Hon. SECRETARY, seconded by Mr. C. W. Bovy-Lysberg, and carried:—"That Government be asked to establish postal pillar boxes at all railway stations."

Speaking to the resolution the Hon. SECRETARY said that the establishment of such facilities would be of great benefit to the travelling public as occasion arose; when travelling by train a passenger had a letter to write which he could thus post at the first halting station. Such facilities were in existence in other countries, and as in most cases post offices were adjacent to the railway station a person could clear these boxes at set hours.

Resolved that this resolution be forwarded to other Associations for support.

ROADS.

The state of the roads in the district came in for strong adverse criticism. The meeting was at a loss for words adequate to express their sense of dissatisfaction.

The Hon. Secretary was instructed to invite the kind attention of the District Engineer to the state of roads in the district, especially as regards the cutting of roadside drains which do not exist. During the heavy rains in August and October, rain water had no means of finding an outlet except down the wheel tracks of the cart roads. Though now at the end of October, certain sections of the Kotmale roads had not had an ounce of broken metal laid

down. In previous years this work had usually been almost completed by the end of the S.-W. rains. All available P.W.D. labour had recently been employed in clearing the Bowhill slip aided by estate labour.

In reply to a letter from the Chairman the D.E. wrote:—"The roadside drains are cleared out at least twice a year."

This was received with gentle murmur of astonishment.

Resolved that the D.E. be thanked for his letter and promise to improve the state of roads in the district.

DISTRICT MINOR ROADS.

KATABOOLA-DIMBULA GAP ROAD.—Proposed from the Chair:—"That the Hon. Secretary do write to the superintendent, Kolapatna, with regard to repairs of this road where under his control."

MEDICAL.

Read correspondence from Mr. O. Balean, who kindly furnished the following particulars with regard to Nawalapitiya hospital:—Foundations of two wards and lavatories, etc., laid and walls in some places as high as two feet eight inches. No timber on the spot, but two window frames were on the site. As regards D.M.O.'s new bungalow nothing done.—Notes from Nawalapitiya Hospital Visitor's Book of August, 25th, 1913:—"Very little progress made"; October 21st, 1913: "One mason (aged) working." Since

beginning of building operations the work has been under the supervision and guidance of three P.W.D. officers.

Resolved:—"That the foregoing remarks be forwarded to the P.C.M.O. for his information."

Further comment was withheld.

KOTMALE DISPENSARY AND D. M. O.

Mr. RICHARDSON (Visitor to the Dispensary) brought to the notice of the meeting that the district had been without the services of a Medical Officer from October 4th to October 29th. He wrote to the P.C.M.O. on the 14th instant, and on the 20th received a reply to the effect that an officer was about to be appointed. The news was warmly welcomed. At present the Assistant Apothecary is in sole charge. He had to dispense drugs at the official hours and attend outside calls all over the district so far amounting to 35 during the period he was in charge. During his absence the dispensary was shut up, and no urgent cases could be treated.

Resolved:—"That the Dispensary Visitor keep himself informed as to the efficiency of this local department."

Mr. L. GASTRELL proposed a vote of thanks to the chair, which brought the proceedings to a close.

J. S. RICHARDSON,

Hon. Secretary,
Kotmale P.A.

